



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
November 15, 2022
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: October 18, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: August 24, 2022, October 12, 2022

Hillsboro Inlet District Meeting Minutes

Attachment: September 12, 2022 (Budget - First Hearing), September 19, 2022 (Budget -
Final Hearing), September 19, 2022 (Regular)

Code Compliance Meeting Minutes

Attachment: September 7, 2022 , September 21, 2022 , October 3, 2022

APPROVAL OF THE AGENDA

November 15, 2022

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89986869375?pwd=L2s5MVVwUUZDWY2ejZtWmk3eUc4dz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 899 8686 9375#

Participant ID: #

Passcode: 684370#

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. Proclamation presented to the Family Court Awareness Month Committee (FCAMC) in recognition of Family Court Awareness Month.

Sponsor: Commissioner Todd Drosky

2. Certificate of Recognition presented to Barbara Allen for winning the 2023 Poster Contest for the 42nd Annual Festival of the Arts.

Sponsor: Department of Parks & Recreation

3. Certificate of Recognition presented to Orisseau Cherilus for 28 years of service to the City of Deerfield Beach.

Sponsor: Department of Sustainable Management

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

Sponsor: BSO - Law Enforcement

QUASI-JUDICIAL PUBLIC HEARINGS

5. P.H. 2023-005: APPLICATION 21-B1-209 (PROJECT NAME: 3311 W HILLSBORO BLVD. JV LLC)

Applicant: **3311 W HILLSBORO BOULEVARD JV LLC**

Proposal: Major site plan application seeking to demolish an existing bank and construct a 7,484 square foot restaurant/retail building.

Location: The property is generally described as DEER CREEK BANK 108-14 B PT OF PAR A DESC AS COMM AT NW COR OF PAR B, SLY 343, ELY 150 TO POB, CONT ELY 200, NELY 42.43, NLY 110 TO P/C, NELY 103.41, WLY 180.29, SWLY 115.47, SLY 143 TO POB AKA: PARCEL 1 (OR 14117 PG 174), **and located at 3311 W Hillsboro Blvd.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Application 21-B1-209

6. P.H. 2023-006: APPLICATION 15-B1-201 REV. 1 (PROJECT NAME: MIAMI GRILL)

Applicant: **K&S HILLSBORO LLC**

Proposal: Major site plan application seeking approval to construct a 1,129 square foot drive-thru restaurant and associated site improvements.

Location: The property is generally described as LOT 1, LESS THE E 25 FT. THEREOF FOR ROAD R-O-W, LOTS 3 & 4, BLOCK 1, "GROVE INDUSTRIAL CENTER," PLAT BOOK 59-47 OF THE PUBLIC RECORDS OF BROWARD COUNTY LESS THE S 7 FT FOR R-O-W, **and located at 259, 263, 273 W Hillsboro Blvd.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: K&S Hillsboro LLC

PUBLIC HEARINGS – FIRST READING

7. **ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3C) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (*Departmental Business*)**

Suggested Action: Commission to vote on Ordinance and set public hearing for December 6, 2022

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

Sponsor: Department of Planning & Development Services

Attachment: Rezoning Application

8. **P.H. 2023-007: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for December 6, 2022

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

Sponsor: Department of Planning & Development Services

Attachment: Capital Improvements Element

PUBLIC HEARINGS – SECOND READING

- 9. P.H. 2023-008: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (*First Reading - April 19, 2022*)**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Evaluation and Appraisal Report

- 10. P.H. 2023-009: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A DEPARTMENTAL BUDGET TRANSFER IN THE AMOUNT OF \$702,395 WITHIN THE GENERAL FUND; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$114,655 FOR THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Financial Services

Attachment: Budget Amendment

PUBLIC COMMENT

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

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

CONSENT - BOARD APPOINTMENTS

- 11. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Barri McMillion, Lawanna Strowbridge, Diane Chisholm, Annette Mitchell, and Sandra Jackson to the African American Heritage Committee; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: City Commission

Attachment: African American Heritage Committee Appointments

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 12. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Municipal Election Agreement with the Broward County Supervisor of Elections in an amount not to exceed \$150,000.00 for the March 14, 2023 Municipal Election and Referendum Election regarding the sale of city property; providing for implementation and an effective date. (*Funds from Account #001-0308-513-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: SOE Agreement

- 13. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled**

Dajauii Gardner vs. City of Deerfield Beach; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (*Funds from Account #606-0900-519-37-70 - General Liability Legal*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Gardner Settlement Agreement

- 14. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the Fiscal Year ending September 30, 2022; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Investment Policy and Internal Controls Certification

- 15. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a request by the Florida Department of Transportation for a waiver of fees to use the Hillsboro Community Center building for a public meeting on February 9, 2023; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: FDOT Public Meeting

- 16. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Deerfield Beach Family Empowerment, Inc. for administration of community development programs; providing for execution and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Deerfield Beach Family Empowerment, Inc.

- 17. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing acceptance of grant funds in the amount of \$600,000.00 and approving the Grant Agreement with the Florida Department of Environmental Protection for the Aquatics Center Parking Lot Stormwater Project; providing for execution, implementation and an effective date. (*Funds from Account #399-7035-572-65-30 - Capital Project - Recreation/CIP Infrastructure*)**

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: Aquatics Center Parking Lot Stormwater Project

- 18. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the Florida Department of Emergency Management for State and Local Cybersecurity Grant Program funding in the estimated amount of \$406,800.00 to upgrade the City's cybersecurity infrastructure; authorizing the City expenditure of 10% matching funds and execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date. (*Funds from Account #399-1400-513-65-30 - Capital Project - Information Technology/CIP Infrastructure*)**

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: Cybersecurity Grant Program

- 19. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Memorandum of Understanding and Construction Agreement ("MOU") with Florida Power and Light ("FPL") for the City to grant an easement to FPL for the construction of overhead and underground transmission lines and for FPL to construct a shared-use sidewalk for the City on S.E. 10th Street; authorizing execution of the Agreement and Easement; 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 Environmental Services

Attachment: Florida Power and Light MOU

- 20. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Reclaimed Water Supply Agreement with Broward County for the City's purchase of reclaimed water from the County; 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 Environmental Services

Attachment: Reclaimed Water Supply

- 21. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the execution of the attached second amendment to the Work Authorization with Walters Zackria Associates, PLLC, to provide additional supplemental services for construction document review and construction administration related to the new Bezos Academy child care facility in an additional amount not to exceed \$111,340.00 and extending the original project schedule for an additional eight months; providing for implementation and an effective date. *(Funds from Account #358-5060-569-61-08 - 2018 Revenue Bond Fund/Architect & Engineering)***

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: Walters Zackria Associates, PLLC

- 22. Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Integrity Municipal Systems, LLC, to furnish and supply a Series A-758 Lime Slaker System in an amount not to exceed \$159,250.00 at the City's Water Treatment Plant in accordance with Section 38-116(3)(c) of the City's Procurement Code ("Sole Source"); providing for implementation and an effective date. *(Funds from Account #413-5020-533-60-31 - Capital Project - Water***

Plant/Improvements 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: Integrity Municipal Systems, LLC

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

23. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 10 "CULTURAL COMMITTEE," SECTION 2-167 "MEMBERSHIP" OF THE CITY CODE OF ORDINANCES TO REVISE THE MEMBERSHIP COMPOSITION OF THE DEERFIELD BEACH CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for December 6, 2022

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

Sponsor: Commissioner Todd Drosky

Attachment: Cultural Committee

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, December 6, 2022

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



Meeting Minutes City Commission

Tuesday, October 18, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

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

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes – October 3, 2022

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes - September 1, 2022

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

October 3, 2022

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

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

Nays: 0

AWARDS & RECOGNITION**1. Presentation of the appropriation check for the Deerfield Parking Lot Stormwater Project by State Representative Chip LaMarca. (Addendum)**

This presentation was given after Item #2.

Representative LaMarca presented a check in the amount of \$600,000 for the aforementioned project. Thereafter, Representative LaMarca thanked the Commission and City Manager for their efforts in Tallahassee as it makes a difference.

2. Certificate of Recognition presented to the Department of Economic Development for winning the International Economic Development Council (IEDC) Excellence in Economic Development Silver Award.

Mayor Ganz presented a certificate of recognition for Excellence in Economic Development Silver Award. He explained that over the past year, Economic Development Coordinator Gigi Chazu, spearheaded the creation of a digital flip book that was designed to help individuals find information on how to access City services and a network of other resources to explain how to start, grow, and expand a business. The flip book is designed to remove local jurisdiction barriers to small businesses by providing a written and virtual step by step guide to forming a new business in English, Spanish and Portuguese.

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

Mayor Ganz explained the importance of local government, which has the greatest impact on residents. Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; thereafter, he presented a proclamation to Vice Mayor Hudak, as the City's Florida League of Cities representative

PUBLIC COMMENT

Robert DiChristopher, 517 NE 6th Avenue, Deerfield Beach, said at the last Commission meeting, there was a discussion related to a traffic study along Federal Highway and performing it during peak season. He asked if the developer has notified the City as to whether the traffic study will be done at that time.

Joe Budd, 21464 Bridge View Drive, Boca Raton, said he is running for Congress, to replace Ted Deutch who recently retired. He advised that he wants to build on the positive contributions Congressman Deutch has accomplished during his tenure; thereafter, he outlined his background and reasons he is running for Congress.

David Santucci, City Manager, advised that no information has been received from the applicant on how the traffic study will be conducted; however, comments from the community have been provided to them.

Mayor Ganz opened the public hearing on items 4 -10.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Commissioner Drosky asked that Service Line Warranties of America (Item #15) be discussed after the Consent Agenda.

Items 4, 5, 9 & 10 were pulled for discussion; items 6 – 8 were approved in concert.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Items 6 - 8 of the Consent Agenda. Roll Call:

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

Nays: 0

- 4. Resolution 2022/169 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #22-32-PC for public affairs and marketing professional services; authorizing execution of an agreement with RJP Creations, Inc., the top ranked firm, for a two-year term with three additional one-year renewal terms; providing for implementation and an effective date. (Funds from Account #001-1800-513-32-99 - Other Contractual Services)**

The Resolution was read by title only.

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

Commissioner Preston commented on the variation on pricing and the services offered by the proposers; whereas, one proposer has a price point of \$83,000 and the other, \$24,500, which is considerable different. He said after considering both proposals, it seems that the lower bidder is unable to perform all services outlined in the scope of work.

David Santucci, City Manager, explained that he spoke with the evaluation committee members and it was advised that the recommended vendor understood the scope of services and the bid outlined that the assignment would likely require 40-hours per week. Additionally, the alternate company, who is not being recommended, provided an hourly rate of \$175 but believes all the duties could be performed at \$24,500.

In response to Commissioner Preston's question, Mr. Santucci replied that if the lower bidder were unable to perform all services contained in the bid solicitation, it would be a breach of contract. He outlined various ways a contract can be breached as well as what would be required to secure a new contractor.

In response to Vice Mayor Hudak's question, Mr. Santucci replied that background checks are only done for the recommended vendor which returned positive results.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 4, adopted Resolution 2022/169. Roll Call:

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

Nays: 0

- 5. Resolution 2022/170 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by DS Event Solutions, LLC/Broward Health North for the Ranse Jones Classic Volleyball Tournament to be held on Deerfield Beach from November 5, 2022 through November 6, 2022; denying a waiver of fees; providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

The Resolution was read by title only.

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

Vice Mayor Hudak spoke in support of the organization and the event. The fees total \$7,443 and asked that the Commission consider waiving the fee for the volleyball courts, \$3,978.74.

Commissioners Parness and Preston, and Mayor Ganz disagreed, as the organization is not a registered charity and should pay the full fee.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 5, adopted Resolution 2022/170. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Parness, Commissioner Preston, and Mayor Ganz

Nays: 1 - Vice Mayor Hudak

- 6. Resolution 2022/171 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a one year agreement with Allied Universal Corporation for chlorine for water treatment operations in an amount not to exceed \$547,200 for fiscal year 2023; waiving the Procurement Code requirements for competitive solicitations; providing for execution, severability and an effective date. (*Funds from Account #401-5020-533-35-11 - Chemicals*)**
- 7. Resolution 2022/172 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JP022-06-2023 with the Areawide Council on Aging of Broward County, Inc. to extend the Contract term to March 31, 2023; authorizing execution of the Amendment; providing for implementation and an effective date.**
- 8. Resolution 2022/173 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JPP22-06-2022 with the Areawide Council on Aging of Broward County, Inc. to extend the Contract term to March 31, 2023; authorizing execution of the Amendment; providing for implementation and an effective date.**
- 9. Resolution 2022/174 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of the Florida Urban and Community Forestry Grant Program Application to the Florida Department of Agriculture and Consumer Services; authorizing matching funds in the amount of \$25,000; authorizing execution of a grant agreement; and providing for an effective date. (*Funds from Account #614-1166-539-32-16 - Tree Preservation Trust Fund*)**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how the grant benefits the community.

Mayor Ganz closed the public hearing.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

David Santucci, City Manager, explained that the item is for a grant application which is not community driven, but will allow for the continuance of tree giving throughout the City.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 9, adopted Resolution 2022/174. Roll Call:

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

Nays: 0

10. Resolution 2022/175 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of two separate grant sub-applications to the Florida Division of Emergency Management for FEMA's fiscal year 2022 Flood Mitigation Assistance Program ("FMA") for project areas NW 45th Street and Crystal Lake Drive and Martin Luther King Jr. Avenue to SW 3rd Avenue; authorizing commitment to matching funds in an amount of 25% of the project costs and execution of a grant agreement, if grant funds are awarded; providing for an effective date. (Funds from Account #462-5070-538-60-31 - Stormwater Capital Fund - Improvements Other than Buildings)

The Resolution was read by title only.

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

David Santucci, City Manager, explained that matching funds are involved with these federal grants and advised that submitting matching funds for those programs is the top priority for appropriation requests.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2022/175. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

11. Resolution 2022/176 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, relating to the Florida Department of Environmental Protection State Revolving Fund (SRF); adopting and approving the SRF Loan Planning Document for implementation of the Reclaimed Water Main Project in conjunction with FDOT's SW 10th Street Connector Improvements Project; committing to implementing the planning recommendations in the planning document; providing for implementation, conflicts, severability, and an effective date. (Funds from Account #413-5020-533-60-31 - Capital Projects Utilities - Water - Improvements Other than Buildings)

The Resolution was read by title only.

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

David Santucci, City Manager, advised that the project relates to the Florida Department of Transportation (FDOT) SW 10th Street connector project. As part of the project and ongoing negotiations with FDOT, staff

DEPARTMENTAL BUSINESS – CONTINUED

has asked that they include a reclaimed water line in the project. Typically, FDOT will install new infrastructure for local agencies, but not at their expense. There are existing utilities that they will be replacing for other projects, i.e. water lines, wastewater lines, etc.; however, there isn't a reclaimed water system in the City yet. FDOT has agreed to fund 50% of that cost, but this item is for approval of the State Revolving Loan planning document for implementation on the reclaimed water project. Additionally, there are two other agreements that will come before the Commission in relation to these, commitment for water usage to Broward County and the other with FDOT for the 50/50 cost share.

Commissioner Preston asked if staff is comfortable with the reclaimed water process.

Mr. Santucci replied yes. Broward County's water is already being used in many local agencies and has been very successful. Furthermore, he said this water would reduce the demand on natural water sources.

Commissioner Drosky said over the last year, a reclaimed water line was being installed on Powerline Road from Pompano Beach; whereby, it will connect to the City at SW 10th Street for irrigation and could go beyond 10th Street. He said although it serves a good purpose, this is another battle with FDOT on the SW 10th Street project. He said the City asked years ago that this cost be borne by FDOT in its entirety and while 50% is positive, it is less than the request. Thus, this is a concern for him as there could be bigger battles with FDOT. Commissioner Drosky said although the water line is needed, this is a bad start to the project because the City will be left dealing with this for years to come.

Mayor Ganz commented on the bureaucracy dealing with FDOT, but sees this is a positive direction; however, moving forward, 50% effort from FDOT on other projects will not be acceptable. Mayor Ganz explained that the City is behind on using reclaimed water, and hopes that in the future, FDOT provides 100% support.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 11, adopted Resolution 2022/176. Roll Call:

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

Nays: 2 - Commissioner Drosky & Commissioner Parness

12. Resolution 2022/177 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to local non-profit organizations for the City's fiscal year 2023 American Rescue Plan Act Grant Program; providing for implementation and an effective date.

The Resolution was read by title only.

David Santucci, City Manager, advised that this item is related to the American Rescue Plan (ARP) expenditure plan previously approved by the City Commission. Within that plan, \$300,000 was allocated for community participation programs for non-profits who comply with the requirements of the ARP Act. This is different than the Community Participation Grant Program approved during the FY 2023 budget as the requirements are different; whereas, there must be a response effort to COVID, which vary. The opportunity was offered to non-profit organizations which resulted in two respondents, Boys & Girls Club, funding request \$200,000, and Community Cares, \$40,000. Both proposers met the criteria for both the Community Participation Grant Program and the ARP funding requirements.

Mayor Ganz opened the public hearing.

Chris Gentile, Co-CEO Boys & Girls Club Broward County, thanked the Commission for the opportunity to apply for the grants; thereafter, he outlined the impact the Club has had on local teens and youth and the services offered. He thanked the Commission for their support.

DEPARTMENTAL BUSINESS – CONTINUED

Mayor Ganz closed the public hearing; thereafter, he said the donation to the Boys & Girls Club is likely the best investment the City makes to the community, as it changes lives with the youth and the family.

Commissioner Preston spoke in support of the Boys & Girls Club and how they positively impact the youth.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 12, adopted Resolution 2022/177. Roll Call:

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

Nays: 0

13. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A DEPARTMENTAL BUDGET TRANSFER IN THE AMOUNT OF \$702,395 WITHIN THE GENERAL FUND; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$114,655 FOR THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, advised that in the recent audit, it was highlighted that the appropriation was not performed during the audit period and the aforementioned item is a corrective action of some of those findings.

Stephanie Tinsley, Chief Financial Officer, advised that this is the third amendment for fiscal year 2022; thereafter, she briefly outlined the purpose of the appropriation. Essentially, within the General Fund, the Office of Public Safety was over budget by approximately \$700,000 due to the pension contribution; whereas, actual costs were not received until the third quarter of the current fiscal year. However, the General Fund budget allowed for a transfer from the Parks & Recreation Department to cover the expense because they were under budget due to vacancies. Ms. Tinsley also advised that the Tree Preservation fund was under budget for landscaping expenses; thus, moving forward, the landscaping contract will be budgeted appropriately and funds are still being collected.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 13 on first reading. Roll Call:

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

Nays: 0

Anthony Soroka, City Attorney, reminded the Commission of Commissioner Drosky's request to discuss Item 15 before the scheduled time on the agenda.

CITY COMMISSION BUSINESS

15. Presentation from Utility Service Partners Private Label Inc. D/B/A Service Line Warranties of America regarding services available for Deerfield Beach residents.

CITY COMMISSION BUSINESS – CONTINUED

Steve Bieranowski, National League of Cities, Service Line Warranties of America, provided a brief overview of the program and its impact on the residents. Mr. Baranowski commented on the number of partners throughout Florida, the creation of 3,200 jobs, and saving customers over \$1.9 million statewide. Additionally, as of the end of September, 191 claims have been completed and saved residents over \$128,000 since the program launched in 2016. Furthermore, Mr. Baranowski highlighted HomeServe Cares Foundation, which gives back to communities by providing service assistance to residents without a service line plan. HomeServe will work with a local contractor to fix the issue without any cost to the homeowner; an application must be completed.

Ashley Shiwarski, Senior Director, said leak protection has been offered for a little over two years now. The current program helps repair or replace the issue, but this program helps pay for a high water or sewer bill. The leak protection program helps the homeowner and the City by creating a leak adjustment policy process, allows a recapture of all the money for high water or sewer bills and a payment plan or write off is no longer needed; and the resident does not need to contact the City for assistance. The plan is a little different than the service line program because it is an actual insurance policy that insures the City for its loss water and the homeowner is considered a claimant. There are different options for the residents, \$500, \$1,000, or \$2,500 coverage limit; one claim can be filed by the homeowner every 12 months and can be filed over two billing cycles. Furthermore, the loss is paid directly to the City. Homeowners will be notified by bill insert and answers all the questions for them. She explained that it will show up as a separate line item on the bill, but they have the option to decline before any fees are added. Lastly, the cost is approximately \$1 - \$2 monthly.

In response to Commissioner Drosky's question, Ms. Swarovski explained the process for residents filing claims for leak protection and the steps involved in the reimbursement to the City; whereas, the homeowners will pay the fee, but have the freedom to decline.

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

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY – No Report.

CITY MANAGER

14. Discussion regarding the Solid Waste ILA and City's letter response and comments. (Addendum)

Jamie Cole, Weiss, Serota, Helfman, et al., explained that the Solid Waste Working Group has tried for several years to develop a strategy for the long-term problem concerning the disposal and recycling of solid waste in Broward County. The Broward County municipalities that joined the Group did so through an interlocal agreement, excluding Lazy Lake, which has been drafted and negotiated as presented to the Commission. It has been provided to the municipalities for comment; whereby, the Commission may make its comments tonight. Thereafter, Mr. Cole provided the terms of the interlocal agreement; 40-year term with two 10-year renewal options; governing board consists of one member from each municipality and one representative from the County. There is also an executive committee, comprised of 11 members, one from the County and 10 from the cities. The executive committee is chosen by allowing large cities to have 5 members, medium cities will have 3 members, and small cities 2 members. Based on Deerfield Beach's population, the City would be in the large category if all cities joined.

Continuing, Mr. Cole said the initial startup for the authority would take approximately 2 to 3 years and during that period, the governing board would be created, the executive committee would be meeting, an executive director, as well as consultants and attorneys would be hired. Moreover, a master plan would be developed which would specify what would happen over the next 40 years, i.e. if facilities would be built,

COMMENTS BY ADMINISTRATION & LEGAL – CONTINUED

location, financing, special assessments, tipping fees, etc. Upon completion of the master plan, it would be presented to the county and cities and would require either 70% or 80% of city approvals to move forward. Right now, the County has the ability to veto the plan and if denied, the plan would not go forward at that point; nevertheless, this is an area of contention to be discussed.

Furthermore, Mr. Cole advised that the funding for the startup will be approximately \$2 million annually. The current draft proposes a pro-rata funding based on population for all the cities and the County, but the County is only for the unincorporated area and their share is very small. The City's share would be approximately \$1 per person yearly, \$90,000 annually for either two or three years. The County's share would be approximately \$10,000 annually. Assuming the amendment goes forward, and enough cities continue, there will be special assessments each year and the authority will have the power to borrow the money to build facilities and pay off bonds, tipping fees for the waste, and during start up, there will be an economic feasibility analysis to assure it meets the long term goals of saving money, be environmentally sensitive, and ensure a supply of disposal capacity for all cities. Mr. Cole advised that the draft letter provided to the Commission contain many comments adopted by other cities, which he outlined: general statement of support of the interlocal agreement; County's veto power, master plan, building a solid waste disposal facility, and others.

Lastly, Mr. Cole explained the County's veto power; wherein, the current agreement contains the same stipulation, but there is a provision that requires the County Commission to have at least a 6-3 vote to override the will for all the municipalities. He said the County objects to that and believes it should only be a majority vote. The comment responding to veto power suggests no veto power, but if there is, it should be 100% or 2/3 of the County Commission. Mr. Cole continued to outline the comments in the letter. The draft agreement shows that the cities are funding essentially everything and the County barely any funding. Within those 3 years, the cities could fund approximately \$6 million and \$30,000 from the County, but still have the option of vetoing the entire plan. Therefore, the comments request funding split 50/50 between the County and the cities based on population. This is how the funding was done for the waste generation study recently completed. Additionally, Deerfield Beach is one of two cities that performs its own collection and hauling, whereas, disposal location and costs will likely have greater economic and operational impacts on city operations. Thus, the City feels it necessary to have representation on the executive committee so that the unique considerations of such operation are adequately represented. Mr. Cole finalized the comments and said the Commission could choose to finalize all comments contained in the letter or not make any comments.

Commissioner Drosky asked what is the strategy moving forward.

Mr. Cole replied that there will need to be a compromise, for example on the veto issue which will have to be discussed and resolved. The County is responsible for solid waste disposal, so if it doesn't work out, it will be an issue for them. Additionally, they cannot do much because cities have 99% of the waste, but they have statutory responsibility which makes it difficult to satisfy their responsibility if they cannot control the waste. Thus, both sides have strong reasons to compromise.

Commissioner Drosky recommended approving all the comments in the letter, especially the one concerning the composition of the executive committee. He expressed concern that Deerfield Beach is the 10th largest municipality and believes it will be difficult to assume one of those spots.

Mayor Ganz opened the public hearing. Thereafter, he provided a background on how this conundrum started.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said there are still unincorporated areas that could possibly be annexed into cities; she then asked how the budget is being set up for funding and how will the residents be affected.

Robert DiChristopher, 517 NE 6th Avenue, Deerfield Beach, asked if there will be a penalty or adjustment since the City no longer recycles.

Mayor Ganz replied no, most cities have abandoned recycling.

COMMENTS BY ADMINISTRATION & LEGAL – CONTINUED

Chauncey Chapman, 191 NE 47th Avenue, Deerfield Beach, commented on the landfill in Pompano and how the ocean is being polluted from roll-off from the landfill; whereas, there are environmental issues that should be considered. He said the battle should not be with the County, but should be about protecting the environment and making sure it is not destroyed.

William Lane, 11 Tilford A, Deerfield Beach, said he takes his recycling every two weeks to the station near Martin Luther King Boulevard and asked where it is going.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said someone from Waste Management said most of the trash from Deerfield Beach residents does not go to the landfill; therefore, whatever is taken there is not from the City.

Mayor Ganz closed the public hearing. He then explained what has transpired over the last 15 years and why the City left Waste Management. Furthermore, he advised that recycling is no longer and how the height of the landfill will be upcoming.

Commissioner Preston said this will not be an easy process but implored the residents to stay involved because it will have an impact.

Commissioner Parness said 90% of what is disposed at the landfill is industrial waste and 10% is actual garbage and trash is now going to Orlando; wherein, the prices will continue to rise to solve the garbage problem. Although Waste Management wants to increase the landfill's height, the City is against it, and could possibly be outvoted by other cities. He also commented on other concerns such as environmental pollution and where garbage will be disposed.

Vice Mayor Hudak spoke in support of the comments and opined that the agreement shows the cities how little power municipalities have in terms of the County's veto power. He also encouraged residents to stay involved.

Commissioner Drosky recapped the motion, to send comments to the Working Group so Deerfield Beach continues to be involved.

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to send a letter outlining the City's comments and concerns to the Solid Waste Working Group. Roll Call:

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

Nays: 0

Planning Council Interlocal Agreement – David Santucci, City Manager, advised that a land use plan amendment item will be presented on October 27th regarding Monarch Hill. He said it involves the waste to energy designated zoning; whereas, the Commission adopted a resolution opposing the land use plan amendment. Furthermore, once that waste to energy designation is removed, it will be gone forever and the zoning will be turned into an expansion of the landfill. He advised that this conflicts with the goals and objectives of the Solid Waste Working Group, which is to reduce the amount of solid waste material going to the landfills and seeking alternative solutions like waste to energy facilities and recycling. Mr. Santucci said the waste to energy facility is at or near capacity and he is unsure whether that designation will ever be implemented in the northern portion of the County considering the limited amount of land. Lastly, City comments have been submitted to the Planning Council which include the previous resolution and all the letters residents submitted, as well as detailed analysis and staff's concerns.

Mayor Ganz said if Broward County removes the designation, the facility on Green Road will be demolished and the mound will be filled to capacity to the edge of Green Road, if possible. He said this has already happened at the northeast corner of that facility. He encouraged residents to contact Mark Bogen, County Commissioner, to express their disapproval of the project.

COMMENTS BY ADMINISTRATION & LEGAL – CONTINUED

Commissioner Parness encouraged the public to attend, by phone or in person, 115 S. Andrews Avenue, Fort Lauderdale, 10:00 a.m. He explained that if enough people attend and speak against it, the Planning Council will listen. Furthermore, the Council will make a recommendation to the County Commission who will vote on the matter.

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

State of the City – Vice Mayor Hudak said the State of the City will be held tomorrow night at JM Families and encouraged resident attendance.

Bus Stop Construction – Vice Mayor Hudak asked if there is any progress on the construction on Hillsboro Boulevard as well as the crossing lights near Flanigan's as they have been out for a while.

David Santucci, City Manager, replied that he does not have an update, but will provide at a later date.

COMMISSIONER PRESTON**DISTRICT 2**

Trunk or Treat – Commissioner Preston advised that Tina Hill, Deerfield Beach High School, would like to partner with the City and host a Trunk or Treat at Oveta McKeithen Recreational Complex on October 31st. He advised that the cars belong to the teachers and alumni; whereas, the children would be in a safe environment instead of going door to door.

Mayor Ganz expressed concern with the last-minute request and asked why Ms. Hill could not hold the event at the high school.

After a brief discussion, Commissioner Preston withdrew his request.

COMMISSIONER PARNESS**DISTRICT 3**

Charter Amendment – Commissioner Parness commented on the term limits being on the November 8th ballot and the incumbents being able to work with the Florida Legislature to accomplish tasks and goals needed in the City. Thereafter, he commented on term limits for other cities and how some have none or three terms, but this should be decided by the voters on increasing current term limits. Additionally, he commented on the postcards sent to residents; whereby, they were sent from people outside the City. Commissioner Parness continued commenting on term limits in other cities.

Sidewalk Grant – Commissioner Parness applauded the grant approval for the sidewalks in his district. He also commented on another State grant for installation of sidewalks on Crystal Lake Drive and 45th Avenue, so children could exit the bus safely.

COMMISSIONER DROSKY**DISTRICT 4**

Planning Council Meeting – Commissioner Drosky asked that the City Manager direct staff to provide the Commission with information for the October 27th meeting, so they can choose to participate and share the information with residents.

Cultural Committee – Commissioner Drosky said he would like the Commission to consider revising the committee's structure, so it resembles other boards, with five regular and five alternate members. He asked that the City Attorney draft an ordinance for a future meeting.

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

Traffic Enforcement – Mayor Ganz expressed concern with speeding and racing throughout the City and asked that BSO Police concentrate on heavy enforcement. He also said he witnessed someone riding a dirt bike without tags driving on the main road.

Pedaling – Mayor Ganz encouraged residents to contact him or the proper authority when they notice people are selling flowers in the roadways as it is not allowed in the City. He explained that it presents a safety hazard and can be a distraction to drivers.

Charter Amendment – Mayor Ganz encouraged everyone to vote in the upcoming election on term limits. He said if defeated, which he believes, it will put the issue to rest for another 15 to 20 years; however, if it passes, it will show him that he misread the public and would have been incorrect in not allowing it to go on the ballot. Additionally, he said he is disappointed on the shadow campaign; whereas, people do not speak out and own their stance, including political action committees. He said if the referendum passes, he will not run again as he has had 16 years in office. The only way he would consider running again is if the right opportunity presented itself.

ADJOURNMENT

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to adjourn the meeting at 9:20 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
August 24, 2022**

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

Roll call:

Present: Harry Belton, Chair
Terrance Glunt, Vice Chair
Tinka Ellington
Jack Hugentugler
Mark Damiano, Alternate

Also Present: Anthony Soroka, City Attorney
Bonnie Jacobson, Senior Planner
Tracy Britten, Administrative Support Specialist

Absent: Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Ms. Ellington to approve the July 27, 2022 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#7030 1307-1315 S Federal Highway
Building Paint Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. Additionally, she advised that the applicant has begun painting the west side of the building.

The applicant advised that the building is in disrepair, and was unaware of the approval process. Thereafter, he provided renderings of the proposed paint change to include Premium Gray for the walls; California Blue and Exotic Lime for the trim; and Harbor Side Teal for the columns.

Ms. Ellington suggested changing the color of the columns to either California Blue or Exotic Lime in order to have a more cohesive look.

After a brief discussion, the Board agreed that the columns should be painted California Blue.

Vice Chair Glunt made a motion, seconded by Ms. Ellington to approve Item #7030 with the stipulation of changing the color of the columns to California Blue. The motion CARRIED by unanimous vote.

**#7031 Circle K Deerfield
4791 N Dixie Highway
Building Paint Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided proposed renderings of the logo and paint change for an existing canopy, and advised that the building paint color will not change, but will be touched up as needed. The molded plastic face of the logo will be internally lit, and all proposed colors align with Circle K's corporate colors.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #7031 as submitted. The motion CARRIED by unanimous vote.

**#7028 3111 West Hillsboro JV LLC
3111 West Hillsboro Boulevard
Major Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided the proposed site plan to include the changes requested by the Board at the previous meeting; this included a landscaped island on the north side of the property and changing the color of the accent wall from Autumn Rose to Sandbar.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #7028 as submitted. The motion CARRIED by unanimous vote.

**#7032 Trail Plaza East Elevation
1827-1919 W Hillsboro Boulevard
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. Thereafter, she advised that the proposed plans are for a minor revision to the east elevation of an approved façade of an existing shopping center to a portion with spandrel glass.

The applicant advised that the revised plans are due to changes in a new tenant's requirements, which will be a medical center, and due to privacy reasons, they cannot have a glass storefront; therefore, the glass will be recessed into the wall, and the facade will still appear to be a window despite its strictly decorative purposes.

Anthony Soroka, City Attorney, explained that storefronts cannot be primarily constructed of tinted glass, so the Board has some leeway in their decision.

Ms. Jacobson advised that the only thing that is changing from the approved plan is the material of the window. All other previously approved elements will be implemented.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7032 as submitted. The motion CARRIED by unanimous vote.

**#7033 Discovery Pointe Townhomes
Parcel A of Coral Pointe North PB 126-32B
Roof Color Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided the proposed plans to replace the roof shingles on all buildings in the community to include the clubhouse, for a total of 60 buildings. The shingles will be changed to GAF SG Timberline HDZ in the color Oyster Grey. The color of the buildings will remain unchanged.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #7033 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Bonnie Jacobson, Senior Planner, suggested that staff provide reports prior to presenting applications, as there are instances where staff is limited on what they can do, so it may be helpful to give the Board all the information prior to the Board making a decision.

There were no objections from the Board.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:54 p.m.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 12, 2022**

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

Roll call:

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

Also Present: Anthony Soroka, City Attorney
 Christopher Suneson, Assistant Director of Planning and Development Services
 Bonnie Jacobson, Senior Planner
 Alexia Howald, Planner
 Rafaela Thermidor, Planner
 Tracy Britten, Administrative Support Specialist

Absent: Patrick Morris
 Tinka Ellington

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve the August 24, 2022 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#7034 Quiet Waters Shops
 414 Powerline Road
 Building Paint Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided a digital rendering of the building with the proposed paint changes: Dustblu for the building; Extra White for the doors; Salty Dog for the awnings.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #7034 as submitted. The motion CARRIED by unanimous vote.

**#7035 Just Moulding
510 Goolsby Boulevard
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided proposed plans for a façade change to the south side of the building due to the expansion of an overhead door from ten (10) feet to nineteen (19) feet wide. The modification will require the relocation of a man door and the installation of a new wall mounted metal overhang which will be a standard flat white color from the factory. All paint colors and finishes will match what is already existing on the building.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #7035 as submitted. The motion CARRIED by unanimous vote.

**#7036 Zion Lutheran Church
959 SE 6th Avenue
Minor Site Plan – Roof Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. Thereafter, she advised that the proposed plans are to replace the shingle-style roof with a metal roof.

The applicant advised it will be a seamless roof with hidden fasteners in the color Dynamic Metal Sandstone. The building siding will be replaced with the same materials as the roof.

The Board requested a sample of the proposed roofing and siding material to depict an accurate rendering of the material pattern at different elevations.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to continue Item #7036 to the next meeting so the applicant may obtain the requested sample. The motion CARRIED by unanimous vote.

**#7037 Burger King
1303 S Military Trail
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant advised the proposed plans are to update the façade and interior of the building for a more modern look. Existing lighting, landscaping, parking, signage, doors and windows will remain the same.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #7037 as submitted. The motion CARRIED by unanimous vote.

**#7038 Bnai Brith IV
255 SW 3rd Avenue
Major Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps. Thereafter, she advised that the proposed plans are to add another building on the property.

The applicant advised the building will be used for affordable senior housing. The architecture will follow more modern standards than the surrounding dated buildings on the property. Aspects such as parking have been integrated into this plan to make the construction of the new building a seamless project.

Ms. Jacobson advised a minor site plan for property will be forthcoming.

The applicant advised the parcel was previously used as a greenspace. Parking will be located behind the building away from street view. Proposed paint colors for the building include French Roast for the awnings, Moroccan Spice for the vertical elements; Practical Beige for the main body; Marsh Pointe Queen for the brick veneer. The paint colors match that of the existing buildings on the property.

Due to technical difficulties, the remainder of the meeting was not recorded.

Mr. Damiano made a motion, seconded by Vice Chair Glunt to approve Item #7038 as submitted. The motion CARRIED by unanimous vote.

**#7039 1156 East Hillsboro Boulevard
Master Sign Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant outlined the Master Sign Plan for 1156 East Hillsboro Boulevard.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #7039 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

According to his recollection, Anthony Soroka, City Attorney, discussed the state law preemption concerning local signage regulation of federally recognized trademarks and branding.

Comments by Deerfield Beach Planning and Development Services Department

Bonnie Jacobson, Senior Planner, introduced new staff member Rafaela Thermidor, Planner, to the Board.

ADJOURNMENT

Chair Belton adjourned the meeting at 8:14 p.m.

Harry Belton, Chair
Community Appearance Board

HILLSBORO INLET DISTRICT
Minutes of First Reading Millage/Budget Meeting - September 12, 2022
Sea Ranch Lakes Beach Club, 5300 North Ocean Blvd., Sea Ranch Lakes, FL 33308

MEMBERS PRESENT:

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

OTHERS PRESENT:

Alan L. Gabriel, Weiss Serota Helfman Cole &
Bierman, P.L.
Kimberly Longo, District Secretary
Robert M. Andrews, District Accountant

QUORUM PRESENT:

The meeting was called to order by Chairman Bryan at approximately 6:30 P.M. The Secretary called the roll and established a quorum for the First Public Hearing to adopt the Millage Rate and Budget for Fiscal Year 2022/2023.

Resolution No. 2022-03 was read into the record by Assistant General Counsel, Alan L. Gabriel as follows:

**A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN
INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA,
ESTABLISHING THE ANNUAL MILLAGE FOR THE HILLSBORO
INLET DISTRICT, FLORIDA, PURSUANT TO THE BUDGET
SUMMARY FOR THE FISCAL YEAR 2022-2023, IN ACCORDANCE
WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED;
PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT;
PROVIDING FOR AN EFFECTIVE DATE.**

Chairman Bryan opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion to adopt Resolution No. 2022-03 and set the millage rate at 0.0999 mills was made by Vice-Chair Gore and seconded by Commissioner Strauss. The motion was passed 7 to 1. (District Secretary Kimberly Longo called roll.)

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Sarkis	Yes

Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

Thereafter Resolution No. 2022-04 was read into the record by Assistant General Counsel, Alan L. Gabriel as follows:

A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2022-2023 FOR THE HILLSBORO INLET DISTRICT, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Bryan opened the public hearing. There being no public comments, the Public Hearing was closed. Vice-Chair Gore moved that Resolution No. 2022-04 be adopted. The motion was seconded by Commissioner Loesel. The motion was passed 7 to 1. (District Secretary Kimberly Longo called roll.)

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

ADJOURNMENT: Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 6:35 PM by Chairman Bryan.

Respectfully Submitted,

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, September 19, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

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

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughton III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Christopher Creed, P.E., D.C.E, Olsen Associates, Inc.
Chelsea Oaks, Egis Insurance & Risk Advisors
Ismayr Cardoso, Egis Insurance & Risk Advisors
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 6:35 P.M.

APPROVAL OF MINUTES: A Motion to approve the August 15, 2022 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner O'Neill.

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

The Motion to approve the minutes was approved unanimously. (8-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner O'Neill for approval of all outstanding bills in the amount of \$215,319.24. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice Chair Gore	Yes

Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

The Motion to approve the outstanding bills was approved unanimously. (8-0)

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

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

The Motion to approve the current month's expenses was approved unanimously. (8-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted six (6') feet controlling depth seaward and eleven (11') feet controlling depth shoreward. There was 10 hours of dredging time, resulting in about 4,500 yd³ of sand bypassed to Pompano Beach. Captain Draughon also advised there was 7.5 hours of dredging time outside the channel by number 4 marker and by the Coast Guard dock replenishing the Coast Guard Beach, resulting in 3,375 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. General maintenance to the elbow barge, buoys and dredge;
2. Going to Cable Marine to install shafts and props for Inlet; and
3. Performed preventive maintenance

Commissioner Strauss inquired about the depth chart readings adjacent to the markers and if they were typical depths. Captain Draughon responded that they depths were not unusual and that the District crew will be trying to address those areas once the waters smooth out.

Captain Draughon advised that he and Assistant Captain Cuevas will be going to Jacksonville to look at the new elbow barge equipment.

Captain Draughon advised that the District's computer equipment was hit by lightning during a storm and the computers are now being repaired.

PUBLIC COMMENTS: No public comments.

AMENDMENT TO AGENDA: Attorney Tolces asked if the Board could amend the agenda to include a motion to update PRIME's account signatories as they have not been updated since 1992. A Motion was made by Commissioner Loesel and seconded by Commissioner O'Neill to amend the agenda to add 8. a. to add PRIME account signatories.

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

The Motion to amend the Agenda to add 8. a. PRIME account signatories was approved unanimously. (8-0)

NEW BUSINESS:

RENEWAL OF GENERAL LIABILITY AND PUBLIC OFFICIALS EMPLOYMENT PRACTICES LIABILITY INSURANCE: Attorney Tolces discussed the General Liability insurance renewal and the Public Officials and Employment Practices Liability Insurance in the amount of \$33,716.00 with the members of the Board. Chelsea Oaks and Ismary Cardoso from Egis Insurance & Risk Advisors also discussed the insurance renewal with the Board.

A motion was made by Commissioner Chappell to approve the renewal of the 2022-2023 General Liability and Public Officials Employment Liability Policy with Florida Insurance Alliance ("FIA") in the amount of \$33,716.00 and seconded by Commissioner Loesel.

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

The motion was approved unanimously. (8-0)

PRIME ACCOUNT: District Accountant Robert Andrews stated that in the process of getting things ready for the auditors and getting into year end that one of the items needed is an updated

statement from PRIME. PRIME is the investment arm up at the state of Florida where the District has had an account for many years. District Andrews asked for the paperwork from the state of Florida and the representative asked if the District could update the Resolution from 1992. The documents need to be signed by Chair Bryan, Vice Chair Gore and First Vice Chair Loesel. Vice Chair Gore is attending via phone this evening. He will sign the paperwork at next meeting.

A motion was made by Commissioner Chappell and second by Commissioner Loesel to authorize Chair Bryan, Vice Chair Gore and First Vice Chair Loesel to be authorized signatories on the PRIME bank account.

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

A Motion to authorize Chair Bryan, Vice Chair Gore and First Vice Chair Loesel to be the authorized signatories on the PRIME bank account was approved unanimously. (8-0)

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that Chris Creed is on zoom this evening. He advised the Board that he forwarded copies of the draft permit documents for the warning buoys that will go up along the north jetty and Mr. Creed is looking for any comments that the Board may have before submitting the final permit applications.

Mr. Creed provided a summary of the low maintenance floating buoy system and what he has done to date. The Board discussed the off the shelf type of buoy and the language that would be placed on the buoy to warn boaters about the north jetty; concrete block anchoring system on the sand to rest on the bottom; three buoys are planned right now at a cost of \$300.00 for each buoy; and an anchor will need to be custom made. A field survey was done in August on where to place the buoys. He does not have a cost estimate on the total system will be. The Board discussed how many buoys and how far apart the buoys should be. Captain Draughon advised that the District will need 4 or 5 buoy 75-100 feet apart. Commissioner Chappell stated they should be 50 feet apart from north to south. Mr. Creed advised that he will put up to five buoys 50 feet apart.

Attorney Tolces advised the Board that he is still working on information relating to the restricted area within the inlet. He still needs to reach out to the Coast Guard to get further information.

Attorney Tolces thanked Commissioner Sarkis for his years of service to the Board.

COMMISSIONER COMMENTS: Chair Bryan advised the Board that Commissioner Sarkis of Lighthouse Point will be resigning from the Board. She thanked Commissioner Sarkis for his eight (8) years of service and everything he has done to assist the Board and the District. He has been an exceptional addition to the Board since 2014.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 7:13 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of the Final Reading Millage/Budget Meeting, September 19, 2022
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

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

OTHERS PRESENT:

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

QUORUM PRESENT: The meeting was called to order by Chairman Bryan at approximately 6:30 P.M. The Secretary called the roll and established a quorum for the Final Public Hearing to adopt the Millage Rate and Budget for Fiscal Year 2022/2023.

Resolution No. 2022-03 was read into the record by General Counsel, David Tolces as follows:

**A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN
INDEPENDENT SPECIAL DISTRICT OF THE STATE OF
FLORIDA, ESTABLISHING THE ANNUAL MILLAGE FOR THE
HILLSBORO INLET DISTRICT, FLORIDA, PURSUANT TO THE
BUDGET SUMMARY FOR THE FISCAL YEAR 2022-2023, IN
ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS
AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

Chairman Bryan opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion was made by Commissioner Loesel, and seconded by Commissioner O'Neill to approve Resolution No. 2022-03 and set the millage rate at 0.0999 mills. The Motion was passed 7-1.

Chairman Bryan	Yes
Vice-Chairman Gore	Yes

Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

Resolution No. 2022-04 was read into the record by General Counsel, David Tolces as follows:

A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2022-2023 FOR THE HILLSBORO INLET DISTRICT, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Bryan opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion was made by Commissioner Loesel and seconded by Commissioner O'Neill to approve Resolution No. 2022-04. The Motion was passed 7-1.

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

ADJOURNMENT: Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 6:35 PM by Chairman Bryan.

Respectfully Submitted:

Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

September 7, 2022

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Bernard Pita, Code Compliance Director
Jean Placide, Code Compliance Inspector
Marcio Chavez, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Sonya Lowe, 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>
3	22080007	FIGUEROA,ILIAN Y PADILLA GUIFARRO,JOSE LUIS	821 NE 43 ST, 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 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 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions	RESPONDENT NOT PRESENT CONTINUED TO 9-21-2022

				relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b) (1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
7	22070196	DEER CREEK STATE BANK % CORP REAL ESTATE ASSMT	3311 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- RYAN MOULALIS FINAL ORDER ISSUED COMPLY BY 9-21-2022 \$100 PER DAY \$80 PROSECUTION COST
8	22070197	CRD 201 N FEDERAL LLC /MT. OF DEV.	201 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY

					\$80 PROSECUTION COST
9	22070200	1324-1330 W NEWPORT CENTER DRIVE LLC/MT. OF DEV.	1324 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. 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 9-30-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
10	22070123	UNITED PARCEL SERVICE INC (DH) % REAL ESTATE DEPT/MIN. STANDARDS FOR COMMERCIAL	1332 NW 3 ST, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-14. (c) - Maintenance, violations, enforcement and remedies Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 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 9-30-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	
11	22070019	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP/BTR	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- THOMAS SUNUNA CONTINUED 10-31-2022
12	22070020	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP/PERMITS	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	THOMAS SUNUNA CONTINUED 10-31-2022
14	22010111	42 DIXIE LLC /PROPERTY. MTN.	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.	RESPONDENT WAS PRESENT- SARAH MCCLOSKEY EXTENDED TO 10-28-2022
15	22030103	RMB HOLDINGS LLC /LANDSCAPE	3400 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- SARAH MCCLOSKEY EXTENDED TO 10-28-2022

16	22030261	1642 LLC /BTR/CU/PERMITS	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 WAS PRESENT- ALEX LIVELLI EXTENDED TO 9-30-2022
18	22070192	CORAL,LUCELY CORAL,YAMILETH/PERMITS	1211 SW 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY \$80 PROSECUTION COST
21	22070128	ETIENNE,MAX THOMAS,ANDRISE	230 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY \$80 PROSECUTION COST
22	22070129	TEMKIN,JESSICA /PERMITS	613 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022

				ENFORCEMENT Section 98-113(a) Building permits	\$100 PER DAY \$80 PROSECUTION COST
24	22070131	ALZATE, RAMON /PERMITS	720 NE 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY \$80 PROSECUTION COST
25	22060052	RAMOS,ITALA /LANDSCAPE	200 NW 40 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- ITALA RAMOS –DID NOT STAY CONTINUED TO 10-3-2022
28	22060066	FEITOSA, REBECA G	340 NW 38 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
34	22070121	GONZALEZ, MARIA & ACOSTA, ROBERTO	371 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	
35	22070122	CASTRO,IGNACIO & CONSUELO G & REYES,FRANCISCO ACOSTA	361 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 10-3-2022
36	22080006	SF HOME BUYERS LLC	377 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. 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. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-17-2022 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
38	22070023	US BANK TR NA TRS % RESICAP	367 SW 32 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
39	22060014	ROMEUS,BERTEAU /PARKING & LOADING	4406 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY \$80 PROSECUTION COST
40	22060059	MCKINNEY,CHERYL A H/E MCKINNEY,MALCOLM J	3864 NW 2 CT, DEERFIELD BEACH, FL 33442	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	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				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.	
41	22080137	MORGAN,CHRISTOPHER D % RV ATLANTIS WOODS HOLE OCEANOGRAPHIC	3370 SW 2 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-9-2022 \$250 PER DAY \$80 PROSECUTION COST
42	22080015	GARCIA,ARNALDO	442 SW 16 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 58 - SOLID WASTE Section 58-70.(a) - PREPARATION OF BULKY YARD AND VEGETATIVE WASTES.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY \$80 PROSECUTION COST
47	22070210	KAMBOJ,ASHISH	935 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

51	22070120	IGS HOMES LLC.	4650 NE 1 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 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	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-30-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
52	22080003	FEBRUARY AH LLC.	178 SW 6 ST, UNIT 1-2, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (1) - General interior maintenance requirements Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.	FINES IMPOSED AS OF 9-2-2022 FOR \$100 PER DAY PER VIOLATION
53	22040167	PONASA LLC	540 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
54	22080127	SHERROD, MABEL	587 N DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (c) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT- MABEL SHERROD FINDING OF FACT ORDER ISSUED COST WAIVED
55	22080134	FKH SFR PROPCO B-HLD LP %FIRST KEY HOMES LLC	601 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- LEIDY TACTUK FINES IMPOSED AS 8-17-2022 FOR \$200 PER DAY UNTIL COMPLIED

58	22070041	GEMINO SISTERS LLC	1680 SE 3 CT, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
59	22070195	BUENO, RICARDO	660 NE 44 ST, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. 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 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT- RICARDO BUENO FINES IMPOSED AS OF 9-2-2022 FOR \$150 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
60	22080158	LESNIAK,DANIEL & KERI DANIEL J LESNIAK REV TR ETAL/Cert. of Occupancy	611 NE 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT; Sec. 98-114 (1-5). - Certificate of occupancy.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-21-2022 \$100 PER DAY \$80 PROSECUTION COST
61	22080177	SUNSHINE STORAGE INC	60 SW 8 CT, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-9(g) - Defacing or damaging property of another.	RESPONDENT NOT PRESENT CONTINUED TO 9-21-2022
A	21080080	MEDINA,CARLOS W & IVONNE	1260 SE 2 ST, #1-6, DEERFIELD BEACH	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec	RESPONDENTS WERE PRESENT-

				110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	IVONNE & CARLOS MEDINA CASE WAS DISMISSED
B	16100061	BP FOUNDATION LAND TR KIRSCHBAUM LAW OFFICE LLC TRSTEE	275 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Sec. 34-144. - Maintenance requirements.	RESPONDENT WAS PRESENT- PETER PATEL MITIGATION WAS DENIED
C	17070064	BP FOUNDATION LAND TR KIRSCHBAUM LAW OFFICE LLC TRSTEE	275 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- PETER PATEL MITIGATION WAS DENIED
D	20100065	BP FOUNDATION LAND TR KIRSCHBAUM LAW OFFICE LLC TRSTEE	275 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- PETER PATEL MITIGATION WAS DENIED
E	21070089	JUNIOR,AURINO GASPAR	4030 NW 4 AVE, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GILBERTO POSBEBON FINES MITIGATED FOR \$2,580 TO BE PAID BY OCTOBER 3, 2022
F	16090029	JUNIOR,AURINO GASPAR	4030 NW 4 AVE, DEERFIELD BEACH, FL	Chapter 46 – OFFENSES Section 46- 28.(a) - Storage of materials.	RESPONDENT WAS PRESENT- GILBERTO POSBEBON

					FINES MITIGATED FOR \$2,580 TO BE PAID BY OCTOBER 3, 2022
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

September 21, 2022

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Bernard Pita, Code Compliance Director
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Jade Robinson, Code Compliance Inspector
Shariann Pearson, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
2	22080119	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP	4100 N POWERLINE RD, UNIT H1- H5,DEERFIELD BEACH, FL 33073 H1-H5	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JENNIFER GLORIA CONTINUED TO 11-16-2022
3	22080126	CRYSTAL LAKE COMMERCE CENTER LLC	4250 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT- ALLESANDRA SILVA GEORGE FERRELL FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ENFORCEMENT Section 98-113(a) Building permits	
4	22080135	GHANEM,MICHAEL	316 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- MICHAEL GHANEM ATTORNEY MICHAEL GELETY ALVAREZ BROTHERS CONTINUED TO 10-3-2022
5	22080043	GHANEM,MICHAEL	316 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- MICHAEL GHANEM ATTORNEY MICHAEL GELETY ALVAREZ BROTHERS FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
6	22080013/	MANCINI & SONS FLORIDA LLC	1825 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT- MAURICIO DOMINQUEZ FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

7	22070212	TIVOLI FAIRWAY INVESTMENTS LLC	450 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
9	22060012	CASTRO DEERFIELD, LLC	1289 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- JILL HENSCHEN FINAL ORDER ISSUED COMPLY BY 11-11-2022 \$100 PER DAY \$80 PROSECUTION COST
10	22080007	FIGUEROA,ILIAN Y PADILLA GUIFARRO,JOSE LUIS	821 NE 43 ST, 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 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. 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 DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b) (1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	
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				REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
11	22070196/cm/cost	DEER CREEK STATE BANK % CORP REAL ESTATE ASSMT	3311 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 CERTIFIED WITH \$80 PROSECUTION COST
12	22080158/cm/cost	LESNIAK,DANIEL & KERI DANIEL J LESNIAK REV TR ETAL/CERT. OF OCCUPANCY	61 NE 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT; Sec. 98-114 (1-5). - Certificate of occupancy.	RESPONDENT WAS PRESENT- ATTORNEY EDWARD HAMMEL FINDING OF FACT ORDER ISSUED COST WAIVED
13	22060046	E Y M CORP /MAINT	3272 W HILLSBORO BLVD, UNIT A,DEERFIELD BEACH, FL 33442 A	Chapter 102 - SIGNS Section 102- 14. (c) - Maintenance, violations, enforcement and remedies. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- THAMIRE'S GODOY EXTENDED TO 11-11-2022
14	22050077	CENCLUB HOA, INC. C/O CENTURY VILLAGE CLUBHOUSE	2400 CENTURY BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENTS WERE PRESENT-

					CONTINUED TO 10-19-2022
15	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 1-25-2023
16	22060032/c m/cost	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 II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
17	22060033	AIRLINE HWY JPMC LLC	101 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$165 PER DAY
18	22060007	TRAIL PLAZA LLC	1801 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 EXTENDED TO 10-14-2022
155	22080112	PRECISION ALUMINUM PROD INC	1325 SW 1 WAY, 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- TIM PEBBLE FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$250 PER DAY \$80 PROSECUTION COST

157	22080116	MOURA,LUCAS H	4231 NW 9 AVE, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$250 PER DAY \$80 PROSECUTION COST
158	22080084	GUINTA,STEVEN	1900 SE 2 ST, UNIT 501, DEERFIELD BEACH, FL 33441 501	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$250 PER DAY \$80 PROSECUTION COST
161	22080099	381 THE COVE LLC	381 SE 15 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$250 PER DAY \$80 PROSECUTION COST
164	22080104	SILA INVESTMENTS LLC	3751 NW 9 AVE, UNIT 1-4, DEERFIELD BEACH, FL 33064 1-4	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- RUI CUNHA FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$250 PER DAY \$80 PROSECUTION COST
165	22080105	EXCELSIOR EAST BROWARD INDUSTRIAL LLC	721 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 WAS PRESENT- ADINA EISENSTADT FINAL ORDER ISSUED

					COMPLY BY 10-14-2022 \$250 PER DAY \$80 PROSECUTION COST
168	22070203	MEADOWRIDGE EAST ASSN INC	1993 SW 15 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- ATTORNEY LAUREN SCHWARZFELD FINAL ORDER ISSUED COMPLY BY 10-6-2022 \$250 PER DAY \$80 PROSECUTION COST
169	22070204	IRREV FAM TR 400 DIVITO,RICK A TRSTEE ETAL/40 YR	1320 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 WAS PRESEN- RICK DIVITO FINAL ORDER ISSUED COMPLY BY 10-6-2022 \$250 PER DAY \$80 PROSECUTION COST
171	22070199/p ost	T & N PROPERTIES INC /40 YR	71 SE 10 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- DIANA BULLIS FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$250 PER DAY \$80 PROSECUTION COST
174	22070017	COHEN,DAVID	543 SE 13 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT VACATED FINAL ORDER

				ENFORCEMENT Section 98-113(a) Building permits	
175	22050026	GNCJ INVESTMENTS LLC /MIN. HOUSING	3492 SW 15 ST, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$175 PER DAY
176	22070043	SEA SHELL APARTMENTS INC	441 NE 20 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 9-16-2022 FOR \$250 PER DAY
178	22070046/c m/cost	DEERFIELD DEVELOPMENT RESOURCES LLC	409 N RIVER AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
179	22070047	HIGHLAND VILLAGE COMMERCIAL LLC	271 NE 48 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 FINES IMPOSED AS OF 9-16-2022 FOR \$500 PER DAY
180	22070049	LAURETANO,ANGELA /40 YR	1101 CRYSTAL LAKE DR, UNIT 202, DEERFIELD BEACH, FL 33064 202	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$250 PER DAY
181	22070053	DANGNGUYEN,AMANDA	15 SE 2 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022

					FOR \$250 PER DAY
182	22060011	PENA,GRACIELA & MIGUEL LE PENA,JESSICA & PENA,MIGUEL A	37 MARKHAM B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$250 PER DAY
184	22080156	LAINÉ,MASHA LAINE,SHOLOM & POPACK,C S	1109 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CONTINUED TO 10-19-2022
186	22040188	INNECCO,CAMILLA	1021 VERDE CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$125 PER DAY
187	22070032	THE HOLDINGS OF R J SEEDS LLC	170 SE 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-202 FOR \$150 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	
188	22060023	PINE TREE PARK CO-OP INC	609 ALAMANDA LN, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$185 PER DAY
189	22080006	SF HOME BUYERS LLC	377 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. 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. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$500 PER DAY PER VIOLATION
190	22070205	PHD DEVELOPMENT LLC	911 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$100 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	\$80 PROSECUTION COST
192	22070209	KEAIRNES,CLAYTON	1110 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-11-2022 \$100 PER DAY \$80 PROSECUTION COST
193	22080133	ANNA JARUSZEWSKI REV TR JARUSZEWSKI,ANNA TRSTEE/ Attorney Jason Tracey	420 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT- ATTORNEY JASON TRACEY FINES CERTIFIED FOR ONE DAY FOR \$200 \$80 PROSECUTION COST
194	22080155	THOMPSON,JANICE D	860 NE 51 ST, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE Section 58-70.(a) - PREPARATION OF BULKY YARD AND VEGETATIVE WASTES.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
195	22080159	POWELL,REGINA	301 NW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

197	22080041	CASA DEERFIELD II LLC	1221 SW 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-14-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
199	22070012/c m/cost	CORAL,LUCELY CORAL,YAMILETH	1211 SW 6 AVE, DEERFIELD BEACH, FL 33441	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
200	22070013	POITIER,SEBREN E	280 SW 2 AVE, UNIT A,DEERFIELD BEACH, FL 33441 A	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$150 PER DAY PER VIOLATION

201	22070027	SR WATER SPORTS LLC	NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- STELIOS HIOTIS EXTENDED TO 11-11-2022
202	21120036	RAMROOCHSINGH,EDITH C	4130 NE 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- EDITH C RAMROOCHSINGH EXTENDED TO 10-3-2022
204	22050051	MANCINI,LUKE JOSEPH	1208 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS PRESENT- CAROLINE MANCINI EXTENDED TO 11-11-2022
206	22050016	ZAMBRANO, SANTO DIAZ, ANA	1321 SE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-16-2022 FOR \$100 PER DAY PER VIOLATION
207	22080137	MORGAN,CHRISTOPHER D % RV ATLANTIS WOODS HOLE OCEANOGRAPHY	3370 SW 2 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-9-2022 FOR \$250 PER DAY
A	22040177	ALDI FLORIDA LLC %RYAN TAX COMPLIANCE SERVICES	747 S FEDERAL HWY, DEERFIELD BEACH, FL	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT WAS PRESENT ASHLEY SOUSA MITIGATION OF FINES DENIED

					FINES OF \$3,280 REMAINS
B	21060077	MILLER FAM REV TR MILLER,JOSEPH P JR TRSTEE	1501 SE 15 CT#101, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JOSEPH MILLER MITIGATION OF FINES DENIED DUE TO NON-COMPLIANCE
C	21060078-21060099	ILLINOIS APARTMENTS- ALL UNITS	1501 SE 15 CT, DEERFIELD BEACH, 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JOSEPH MILLER MITIGATION OF FINES DENIED DUE TO NON-COMPLIANCE
D	18100033	69 SW 5TH CT LAND TR SOLENN LLC TRSTEE/SOLENN LLC	169 SW 5 CT, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements.	RESPONDENT WAS PRESENT- NADIA DELISE FINES MITIGATED FOR \$2,580 TO BE PAID BY OCTOBER 19,2022
E	21060088	JULIA L O'GRADY LIV TR O'GRADY,JULIA L TRSTEE ETAL	1501 SE 15 CT, UNIT 302, DEERFIELD BEACH, FL 33441 302	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- JOSEPH MILLER

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	MITIGATION OF FINES DENIED DUE TO NON-COMPLIANCE
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 3, 2022

Eugene Seinfeld

Presiding

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

PRESENT: Bernard Pita, Code Compliance Director
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

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

Items	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	22060002/ road pavement	OLD FLORIDA BUNGALOWS HOMEOWNERS ASSN INC	850 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT WAS PRESENT- MICHELLE HILLFORD CONTINUED TO 1-10-2023
2	22060003	CAMPBELL CORNER LLC	447 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT WAS PRESENT- MICHELLE HILLFORD CONTINUED TO 1-10-2023
3	22060004	455 FEDERAL LLC	455 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards	RESPONDENT WAS PRESENT- MICHELLE HILLFORD

				for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	CONTINUED TO 1-10-2023
4	22060005	MAUK,TERRY R	903 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT WAS PRESENT - TERRY MAUK CONTINUED TO 1-10-2023
5	22060040	FISK,JEFFREY ALAN	901 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards	RESPONDENT WAS PRESENT- MICHELLE HILLFORD CONTINUED TO 1-10-2023

				for maintenance of premises.	
6	22060056	APPLE OF MY EYES LLC	853 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT WAS PRESENT – HARRY WESH CONTINUED TO 1-10-2023
Item 7 to 18 all have the same violations	22080055/ 40 yr bldg / POST	BRIDGMAN,ROBERT C & SUSANNE S LE BRIDGMAN FAM TR	445 SE 21 AVE, UNIT 2, DEERFIELD BEACH, FL 33441 2	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- ATTORNEY RAY PICCIN CONTINUED TO 11-2-2022
Items 19 to 30 all have the same violations	22080067/ 40 yr bldg / POST	BARQUEIRO LAND TR BARQUEIRO,RAUL JOSE M TRSTEE	664 SE 20 AVE, UNIT 26, DEERFIELD BEACH, FL 33441 26	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$250 PER DAY

					\$80 PROSECUTION COST
Items 31 to 44 all have the same violations	22080079/ 40 yr bldg / POST	ANKARI,SUSAN	550 SE 2 AVE, UNIT G4, DEERFIELD BEACH, FL 33441 G4	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- ATTORNEY JEFFREY GREEN LAUREN ULYAS ALL THE CASES COMPLIED
45	22050055	MASONIC LODGE DELTA 519 % EDDIE NEAL	159 SW 1 TER, 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
46	22080163/ POST	SHOON PROPERTIES LLC	261 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 102 - SIGNS Section 102-7.(24) - Certain sign or sign structures prohibited. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs—	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-105. - Outdoor seating. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L)(2) - Landscape Requirements.	
47	22080178/ business tax	FRANCESCO L LO FRIA REV LIV TR AUDENZIA LO FRIA REV LIV TR ETAL	231 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CONTINUED TO 10-28-2022

48	22070123/ landscape	UNITED PARCEL SERVICE INC (DH) % REAL ESTATE DEPT/ Attorney general	1332 NW 3 ST, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-14.(c) - Maintenance, violations, enforcement and remedies. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 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 FINES IMPOSED AS OF 9-30-2022 FOR \$100 PER DAY PER VIOLATION
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	
49	22070197	CRD 201 N FEDERAL LLC	201 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 1-6-2023
50	22070200	1324-1330 W NEWPORT CENTER DRIVE LLC	1324 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 -	RESPONDENT NOT PRESENT EXTENDED TO 10-28-2022

				Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	
51	22030261/ business tax	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.	RESPONDENTS WERE PRESENT – ALEX LIVELLI ISAURA ABRAU FINAL EXTENSION GRANTED TO 10-28-2022

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
52	22080087/ damaged column/ CERT, POST	SANDCASTLE 1 LLC	233 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 10-19-2022
53	22080108/ 40 yr bldg/ POST	DILLON PARTNERSHIP LTD % GAYLE CEPEDA	612 NE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 10-19-2022
55	22080115/ 40 yr bldg/ POST	ROJAS,MARIA	3961 NW 9 AVE, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 10-19-2022

Item 56 to 63 all have the same violations	22080117/ 40 yr bldg/ POST	BOMTEMPO,JULIO M	1061 NW 45 ST, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$250 PER DAY \$80 PROSECUTION COST
64	22080128/ bldg, fence/ POST	BAROCH LIMITED PARTNERSHIP	4772 NW 7 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$100 PER DAY \$80 PROSECUTION COST
65	22080129/ 40 yr bldg/ POST	GUNDLACH,WILLIAM	2041 NE 2 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- RICHARD HOBSON FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$250 PER DAY \$80 PROSECUTION COST

66	22080130/ 40 yr bldg/ POST	HALBA LLC	325 SE 15 TER, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$250 PER DAY \$80 PROSECUTION COST
67	22080131/ 40 yr bldg/ POST	FOSTER,JOHN L FOSTER,VICKI L	827 SE 1 WAY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – JOHN FOSTER FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$250 PER DAY \$80 PROSECUTION COST
69	22080179/ bldg, A/C / POST	BONNELLIO BELLISSIMO LLC	731 SE 1 WAY, UNIT C23, DEERFIELD BEACH, FL 33441 C23	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – PAUL VINAS FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$100 PER DAY \$80 PROSECUTION COST

71	22070128	ETIENNE,MAX THOMAS,ANDRISE	230 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
72	22070129/ bldg wood deck	TEMKIN,JESSICA	613 NE 19 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 9-30-2022 FOR \$100 PER DAY
73	22070131/bldg, concrete driveway/ COMP	ALZATE,RAMON	720 NE 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

74	22070192/ bldg, fence	CORAL,LUCELY CORAL,YAMILETH	1211 SW 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-30-2022 FOR \$100 PER DAY
75	22050014/ bldg	YAHAV PROPERTIES LLC	2001 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – L. ALVAREZ CARLOS ORTEGA EXTENDED TO 10-28-2022
76	22080180/ POST	ROGOWSKI HOLDINGS LLC	4333 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$100 PER DAY \$80 PROSECUTION COST

79	22070122/ bldg	CASTRO,IGNACIO & CONSUELO G & REYES,FRANCISCO ACOSTA	361 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1-6-2023 \$100 PER DAY \$80 PROSECUTION COST
80	22060059	MCKINNEY,CHERYL A H/E MCKINNEY,MALCOLM J	3864 NW 2 CT, DEERFIELD BEACH, FL 33442	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	RESPONDENT NOT PRESENT EXTENDED TO 1-6-2023

				yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	
81	22070023	US BANK TR NA TRS % 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 Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-30-2022 FOR \$100 PER DAY PER VIOLATION

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
83	22090162	I LEE REI LLC	1278 SE 7 CT, DEERFIELD BEACH	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
84	22090163	OCEAN BLEU DEVELOPMENT LLC	341 N DEERFIELD AVE, DEERFIELD BEACH	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$100 PER DAY

				Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. 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	\$80 PROSECUTION COST
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				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
85	22070210/ lawn	KAMBOJ,ASHISH	935 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
87	22070120/ parking on lawn	IGS HOMES LLC	4650 NE 1 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE;	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. 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.	
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
88	22080160/ landscape/ POST	VILLAGE PARK OF DEERFIELD BEACH HOA INC	SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT- WILLIAM CARLISLE ALEXANDRA MACH FINAL ORDER ISSUED COMPLY BY 1-6-2023 \$100 PER DAY \$80 PROSECUTION COST
89	22080162/ landscape/ POST	JONES STANLEY, BRENDA FAY	1031 SW 11 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-28-2022 \$100 PER DAY \$80 PROSECUTION COST

90	22080182/ landscape/ POST	GRAVES, MARY ANN GRAVES FAM REV LIV TR	1242 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENTS WERE PRESENT- DIANA GRAVES MARY GRAVES CONTINUED TO 1-10-2023 FOR A STATUS ON THE VARIANCE
92	22090177	MCDONALD, DONNELL	225 SW 5 ST	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section	RESPONDENTS WERE PRESENT – EVETTE MCDONALD DONNELL MCDONALD

				58-3. - Maintenance of area.	FINDING OF FACT ORDER
94	22090182	LANDA, RAMIRO FERNANDO	223 SW3 CT, UNIT A-D	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
95	22090183	COOPER, TIFFANY	372NW 3 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
96	22090184	MONCUR, E L H/E MOORE, CLARENCE	200 NW 4 AVE	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

97	22060014	ROMEUS,BERTEAU	440 NW 4 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -880)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
A	18070096	DURANTE,MABYLEAN	4011 NW 7 AVE	Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT WAS PRESENT – MABYLEAN DURANTE

				REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. -	FINES MITIGATED TO \$5,580 FOR ALL OF THE CASES
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				ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
B	19120060	DURANTE,MABYLEAN	4011 NW 7 AVE	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – MABYLEAN DURANTE FINES MITIGATED TO \$5,580 FOR ALL OF THE CASES
C	20010164	DURANTE,MABYLEAN	4011 NW 7 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – MABYLEAN DURANTE FINES MITIGATED TO \$5,580 FOR ALL OF THE CASES

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date



City Commission Meeting - November 15, 2022

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, November 15, 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 November 15, 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 November 15, 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 November 15, 2022.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89986869375?pwd=L2s5MVVwUUZDWY2ejZtWmk3eUc4dz09>
 - 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: 899 8686 9375#, Participant ID: #, Passcode: 684370#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on November 15, 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. 2022-1600

Agenda Date: 11/15/2022

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-005: APPLICATION 21-B1-209 (PROJECT NAME: 3311 W HILLSBORO BLVD. JV LLC)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant, 3311 W Hillsboro Blvd JV LLC, is seeking major site plan approval to demolish an existing bank and construct a 7484 square foot restaurant/retail building. The proposed retail building is a three (3) tenant building, with a Chipotle restaurant with a drive-thru on the west side, a Panda Express on the east side and a medical office in the middle. The proposed building will include two outdoor seating areas in front of each restaurant. The drive-thru for the Chipotle is a pick-up window only, all food pre-ordered.

A traffic impact analysis was provided with an estimated increase in traffic of 194 trips per day, which meets the Deerfield Beach concurrency requirements. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

On August 24, 2022, the item was heard and approved by the Community Appearance Board.

On October 6, 2022, the Planning and Zoning Board voted to recommend approval of the application to the City Commission.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM 3311 WEST HILLSBORO BOULEVARD JV, LLC TO DEMOLISH AN EXISTING BANK BUILDING AND CONSTRUCT A NEW 7,484 SQUARE FOOT RESTAURANT AND RETAIL BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 3311 WEST HILLSBORO BLVD., DEERFIELD BEACH, FLORIDA, IN THE BUSINESS COMMUNITY (B-1) ZONING DISTRICT (APPLICATION NO. 21-B1-209); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-B1-209 (the “Site Plan Application”) has been submitted to the City by 3311 West Hillsboro Boulevard JV, LLC (the “Applicant”) seeking site plan approval to demolish an existing bank building and construct a new 7,484 square foot restaurant and retail building and related site improvements on the property located at 3311 West Hillsboro Blvd., Deerfield Beach, Florida (collectively, the “Development”); and

WHEREAS, the Development site is approximately 1.212 acres legally described as DEER CREEK BANK 108-14 B PT OF PAR A DESC AS COMM AT NW COR OF PAR B, SLY 343, ELY 150 TO POB, CONT ELY 200, NELY 42.43, NLY 110 TO P/C, NELY 103.41, WLY 180.29, SWLY 115.47, SLY 143 TO POB AKA: PARCEL 1 (OR 14117 PG 174), as more particularly described in the file and located at 3311 West Hillsboro Blvd., Deerfield Beach, Florida, in the B-1, Business Community Zoning District (the “Property”); and

WHEREAS, the Site Plan Application includes a new 7,484 square foot, three-tenant retail building consisting of two casual restaurants on the east and west sides, with a drive-thru on the west side, and a medical office in the middle, with an outdoor seating area in front of each restaurant on the Property; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on August 24, 2022, and the Planning and Zoning Board voted to recommend approval on October 6, 2022; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated September 1, 2022, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM 3311 WEST HILLSBORO BOULEVARD JV, LLC TO DEMOLISH AN EXISTING BANK BUILDING AND CONSTRUCT A NEW 7,484 SQUARE FOOT RESTAURANT AND RETAIL BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 3311 WEST HILLSBORO BLVD., DEERFIELD BEACH, FLORIDA, IN THE BUSINESS COMMUNITY (B-1) ZONING DISTRICT (APPLICATION NO. 21-B1-209); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-B1-209 (the “Site Plan Application”) has been submitted to the City by 3311 West Hillsboro Boulevard JV, LLC (the “Applicant”) seeking site plan approval to demolish an existing bank building and construct a new 7,484 square foot restaurant and retail building and related site improvements on the property located at 3311 West Hillsboro Blvd., Deerfield Beach, Florida (collectively, the “Development”); and

WHEREAS, the Development site is approximately 1.212 acres legally described as DEER CREEK BANK 108-14 B PT OF PAR A DESC AS COMM AT NW COR OF PAR B, SLY 343, ELY 150 TO POB, CONT ELY 200, NELY 42.43, NLY 110 TO P/C, NELY 103.41, WLY 180.29, SWLY 115.47, SLY 143 TO POB AKA: PARCEL 1 (OR 14117 PG 174), as more particularly described in the file and located at 3311 West Hillsboro Blvd., Deerfield Beach, Florida, in the B-1, Business Community Zoning District (the “Property”); and

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

November 4, 2022

Dear Property Owner:

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

P.H. 2023-005: APPLICATION 21-B1-209 (PROJECT NAME: 3311 W HILLSBORO BLVD. JV LLC)

Applicant: **3311 W HILLSBORO BOULEVARD JV LLC**

Proposal: Major site plan application seeking to demolish an existing bank and construct a 7,484 square foot restaurant/retail building.

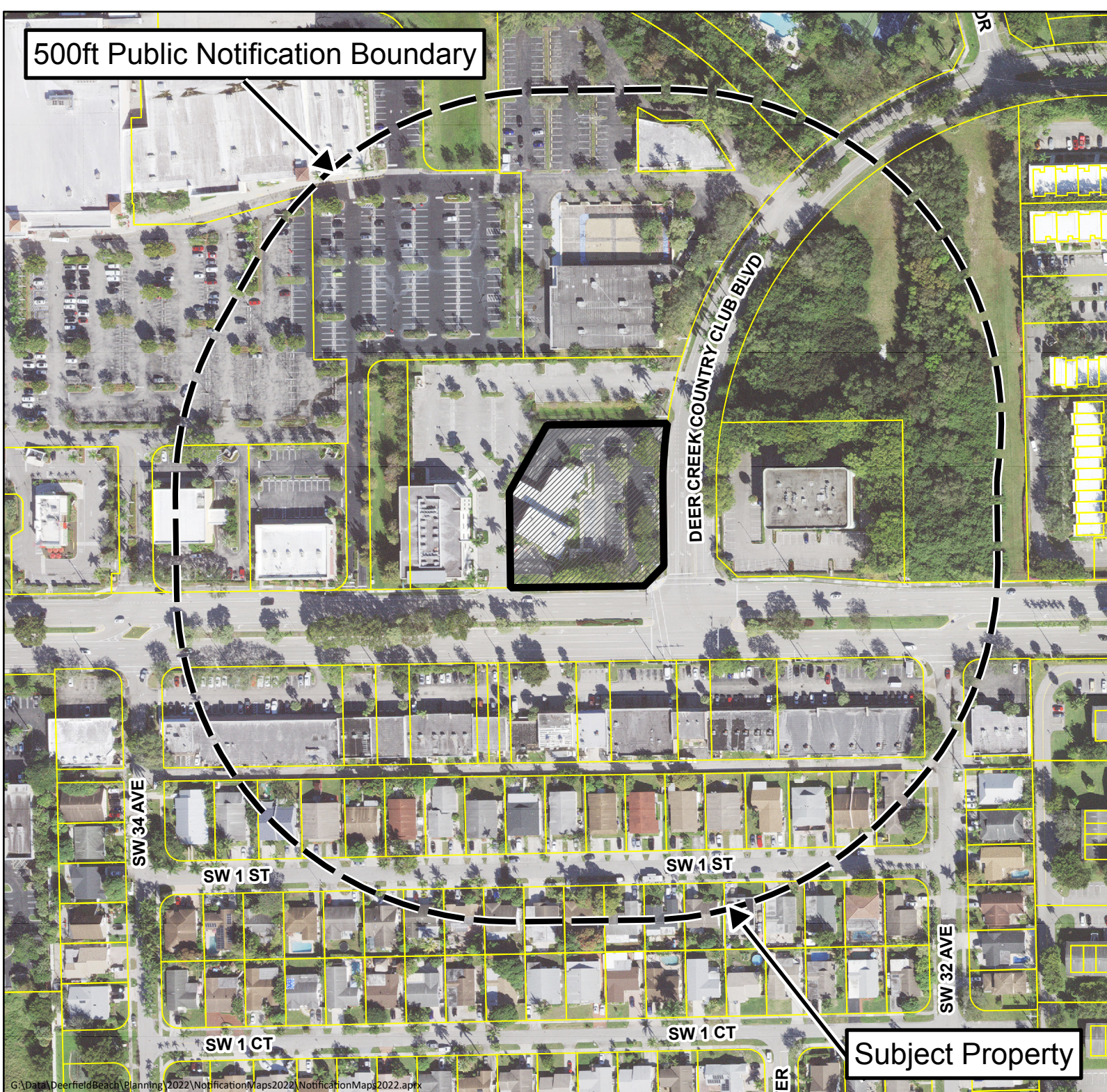
Location: The property is generally described as DEER CREEK BANK 108-14 B PT OF PAR A DESC AS COMM AT NW COR OF PAR B, SLY 343, ELY 150 TO POB, CONT ELY 200, NELY 42.43, NLY 110 TO P/C, NELY 103.41, WLY 180.29, SWLY 115.47, SLY 143 TO POB AKA: PARCEL 1 (OR 14117 PG 174), **and located at 3311 W Hillsboro Blvd.**

A public hearing will be held on **TUESDAY, NOVEMBER 15, 2022 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

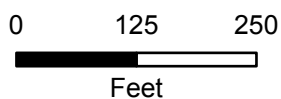
Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Site Plan Application 21-B1-209

3311 W. Hillsboro Blvd.



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





Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	21-B1-209
Project Name:	3311 W Hillsboro Blvd. JV LLC
Applicant:	3311 W Hillsboro Boulevard JV LLC
Agent:	Mike Troxell of Thomas Engineering Group
Requested Action/Description:	Major site plan to demolish an existing bank and construct a 7484 square foot restaurant/retail building.
Location:	3311 W Hillsboro Blvd.
Legal Description:	Generally described as DEER CREEK BANK 108-14 B PT OF PAR A DESC AS COMM AT NW COR OF PAR B, SLY 343, ELY 150 TO POB, CONT ELY 200, NELY 42.43, NLY 110 TO P/C, NELY 103.41, WLY 180.29, SWLY 115.47, SLY 143 TO POB AKA: PARCEL 1 (OR 14117 PG 174), more particularly described in the file.
Size:	1.212 acres
Existing Zoning:	B-1 Business, Community
Existing Land Use:	Commercial
Future Land Use Plan Designation:	Commercial
Surrounding Land Use and Zoning:	
Existing Land Use	Zoning
North: Vacant- Commercial building	B-1 Business, Community
East: Office building	B-1 Business, Community
South: Retail buildings	B-1 Business, Community
West: Medical office building	B-1 Business, Community
Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	None

Department Comments & Requirements

REQUEST: Major site plan to demolish an existing bank and construct a 7484 square foot restaurant/retail building.

BACKGROUND:

The project site is located at the northwest corner of West Hillsboro and Deer Creek Country Club Boulevards, and is currently developed with a vacant drive-thru bank facility. The applicant intends to demolish the bank and construct a three-tenant retail building consisting of two casual restaurants and a medical office. The restaurants will be placed at the east and west ends of the building and the medical office space in the center. The restaurant at the west side of the building will be a Chipotle restaurant with a drive-thru facility for pick-up only. All menu items shall be pre-ordered prior to pick up. The restaurant on the east side will be a Panda Express. Two outdoor seating areas are proposed in the front of each restaurant.

A traffic impact analysis was provided with an estimated increase in traffic of 194 trips per day, which meets the Deerfield Beach concurrency requirements. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

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

The item was heard by the Community Appearance Board on July 27, 2022 and August 24, 2022. The Community Appearance Board requested the building materials be of colors that blend with the surrounding architecture, and that additional landscape screening at the northeast corner of the site be provided, to better screen the dumpster. The applicant revised the plans accordingly and the application was approved by the Community Appearance Board on August 24, 2022.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Commercial, and the proposed retail building containing restaurants and a medical office are commercial uses.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the B-1 Business Community zoning district. The proposed development complies with all of the zoning requirements for the B-1 Business, Community zoning district, and the permitted uses are all permitted uses within that zoning district.

3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area;

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

All of the proposed uses are permitted within the B-1 Business, Community zoning district and the structures are designed to meet all required setbacks and bulk requirements in that zoning district.

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

The building is located in the center of the site and exceeds all setback requirements. The building is 25'4" high, and a maximum lot of coverage and floor area ratio of .14. All bulk requirements for this zoning district are met.

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

The parking, access drives and service areas are well distributed within the site. The parking provided for the site exceeds that is what is required by code, by three (3) spaces. The trash area is located in the back of the site and provides sufficient access for the garbage truck and is screened by landscaping. The drive aisles, and drive-thru facility meet code requirements. The proper turning radii for the fire truck were provided on the site.

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

The proposed development plan was reviewed by the City's traffic engineering consultant and the additional 194 trips meet the concurrency requirement for Deerfield beach and was determined to be sufficient. The site is in a location where noise will be minimal and the site is not close to any uses that will be impacted by noise. The propose outdoor lighting meets the code requirements for lighting.

(e) Alteration of light and air;

The proposed retail building exceeds the setback requirements for the B-1 Business Community zoning district, and thus is providing more light and air, than what would be allowed by the zoning regulations.

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

The proposed development exceeds setback and landscape requirements and meets all required buffer requirements. The fencing around the outdoor seating areas is designed to coordinate with the building design, as does the trash enclosure which will be heavily screened by landscaping. The landscaping and architecture of the building were designed to be compatible with the surrounding buildings and uses.

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

The proposed use is situated on W. Hillsboro Blvd. a major commercial corridor, in front of a major shopping plaza. The site is surrounded by commercial uses which do not include facilities that cater to those under 18 years of age. Therefore, the proposed retail building and associated uses do not pose a significant risk to the safety or security of minors.

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

There are no residences or places where children under the age of 18 gather, in the vicinity of the proposed retail building. The retail is located on a commercial site and is surrounded by commercial uses. No schools, day care facilities or parks surround the property.

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

The only single-family residences that are located within 500 feet of the subject property, are a block away, across W Hillsboro Blvd. These residences will not be impacted by the proposed development as the intervening businesses on the south side of W Hillsboro Blvd and the road itself, provide a significant separation from the proposed use.

SUMMARY & REQUIREMENTS

Staff's review of application 21-B1-209 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

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

Department Comments & Requirements

REQUEST: Major site plan to demolish an existing bank and construct a 7484 square foot restaurant/retail building.

BACKGROUND:

The project site is located at the northwest corner of West Hillsboro and Deer Creek Country Club Boulevards, and is currently developed with a vacant drive-thru bank facility. The applicant intends to demolish the bank and construct a three-tenant retail building consisting of two casual restaurants and a medical office. The restaurants will be placed at the east and west ends of the building and the medical office space in the center. The restaurant at the west side of the building will be a Chipotle restaurant with a drive-thru facility for pick-up only. All menu items shall be pre-ordered prior to pick up. The restaurant on the west side will be a Panda Express. Two outdoor seating areas are proposed in the front of each restaurant.

A traffic impact analysis was provided with an estimated increase in traffic of 194 trips per day, which meets the Deerfield Beach concurrency requirements. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

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

The item was heard by the Community Appearance Board on July 27, 2022 and August 24, 2022. The Community Appearance Board requested the building materials be of colors that blend with the surrounding architecture, and that additional landscape screening at the northeast corner of the site be provided, to better screen the dumpster. The applicant revised the plans accordingly and the application was approved by the Community Appearance Board on August 24, 2022.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Commercial, and the proposed retail building containing restaurants and a medical office are commercial uses.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the B-1 Business Community zoning district. The proposed development complies with all of the zoning requirements for the B-1 Business, Community zoning district, and the permitted uses are all permitted uses within that zoning district.

3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area;

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

All of the proposed uses are permitted within the B-1 Business, Community zoning district and the structures are designed to meet all required setbacks and bulk requirements in that zoning district.

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

The building is located in the center of the site and exceeds all setback requirements. The building is 25'4" high, and a maximum lot of coverage and floor area ratio of .14. All bulk requirements for this zoning district are met.

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

The parking, access drives and service areas are well distributed within the site. The parking provided for the site exceeds that is what is required by code, by three (3) spaces. The trash area is located in the back of the site and provides sufficient access for the garbage truck and is screened by landscaping. The drive aisles, and drive-thru facility meet code requirements. The proper turning radii for the fire truck were provided on the site.

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

The proposed development plan was reviewed by the City's traffic engineering consultant and the additional 194 trips meet the concurrency requirement for Deerfield beach and was determined to be sufficient. The site is in a location where noise will be minimal and the site is not close to any uses that will be impacted by noise. The propose outdoor lighting meets the code requirements for lighting.

(e) Alteration of light and air;

The proposed retail building exceeds the setback requirements for the B-1 Business Community zoning district, and thus is providing more light and air, than what would be allowed by the zoning regulations.

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

The proposed development exceeds setback and landscape requirements and meets all required buffer requirements. The fencing around the outdoor seating areas is designed to coordinate with the building design, as does the trash enclosure which will be heavily screened by landscaping. The landscaping and architecture of the building were designed to be compatible with the surrounding buildings and uses.

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

The proposed use is situated on W. Hillsboro Blvd. a major commercial corridor, in front of a major shopping plaza. The site is surrounded by commercial uses which do not include facilities that cater to those under 18 years of age. Therefore, the proposed retail building and associated uses do not pose a significant risk to the safety or security of minors.

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

There are no residences or places where children under the age of 18 gather, in the vicinity of the proposed retail building. The retail is located on a commercial site and is surrounded by commercial uses. No schools, day care facilities or parks surround the property.

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

The only single-family residences that are located within 500 feet of the subject property, are a block away, across W Hillsboro Blvd. These residences will not be impacted by the proposed development as the intervening businesses on the south side of W Hillsboro Blvd and the road itself, provide a significant separation from the proposed use.

SUMMARY & REQUIREMENTS

Staff's review of application 21-B1-209 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	3311 W Hillsboro Blvd JV LLC	Application No.:	21-B1-209
Reviewer Name:	Bonnie Jacobson	Project Address:	3311 W Hillsboro Blvd.
Department/Division:	P & Z		
Position:	Sr. Planner		
Date of Review:	7/18//22		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Per Section 98-13(b)(5) Provide disclosure affidavits for all owners and representatives acting on behalf of the application Provide disclosure affidavit for agent, Michael Troxell of Thomas Engineering.
1a.	Comment addressed.
2.	Electronic submittal does not match paper submittal. Include application documents and survey in electronic submittal.
2a.	Comment addressed.
3.	Per Section 98-13(b)(4) Provide the following filing fee(s) as provided in the The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter. Subsequent submittals after three submittals will be \$640.83.
3a.	Comment acknowledged.
4.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. Fire Rescue \$ 398.99 Police \$ 957.88 <u>Less Existing Development</u> \$ 975.02 Estimated Total <u>\$ 381.85</u>
4a.	Comment acknowledged.
5.	Proposed uses in trip generation are not consistent with site and floor plan. Trip generation study is based on medical office use for center portion; site and floor plans indicate it is retail. Provide consistency as to use of the space.

Development Plan Application Comments

5a.	Comment addressed.
6.	Daily trips exceed 500 trips. Methodology letter and traffic study required.
6a.	Comment addressed. Per revised traffic study, projected trips will not exceed 500.
7.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the application. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consultant fees exceed the deposit amount, additional fees may be payable by the Applicant. The current estimated amount of cost recovery fees required for traffic review is \$3,360.
7a.	Comment addressed. Check submitted.
8.	Per Section 102-6(c) A master sign plan will be required for this site, to be reviewed and approved by the Community Appearance Board.
8a.	Comment pending. Master sign plan currently under development.
NEW COMMENTS 3/31/22	
9.	Per application, all loose sheets are to be bound in sets. Colored floor plan was submitted as loose sheets and not included in set.
9a.	Comment addressed.
10.	Per Section 98-13(b)(8) The applicant is required to provide a specific set of items on the site plan. Engineering details are to be submitted as part of the conceptual engineering and at time of engineering permit, Remove the engineering details (sheet C4.1 & partial C4.2) from the development plan.
10a.	Comment addressed.
NEW COMMENTS 6/16/22	
11.	Per Section 98-13(b)(8) The applicant is required to provide the development plan in the required sheet order. Revise the plan sheets to be in the following order: Cover page, Survey, Site Plan, Site Plan Details (as needed), Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan. Floor plans and Elevations are required to be on separate sheets, and in the correct order. Provide on separate sheets and update cover page accordingly.
11a.	Comment addressed.
12.	Newly developed plans, which have not yet been reviewed by the City Commission, cannot be resubmitted with clouds or other demarcations showing changes to the proposed changes. Remove clouding from floor plans and elevations.
12a.	Comment addressed.

B.

SURVEY:	
1.	Survey notes of items 11,13,14 indicate that these notes are not plottable. Review of documents shows legal descriptions and surveys of easements. Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways.
1a.	Comment addressed.
2.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well

Development Plan Application Comments

	as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
2a.	Comment addressed.
3.	Assure restrictive covenants with adjacent property owner are met, per Broward County Official Records Book -14117 p.167. including work in cross access easement and architectural review of building.
3a.	Comment addressed.

C.

SITE PLAN:	
1.	Per Section 98-80 all landscaped and parking islands require "Type D' curbing.
1a.	Comment addressed.
2.	Per Section 98-80(2) vehicles cannot overhang into the required buffer width, nor can the overhang exceed 24".
2a.	Comment addressed.
3.	All parking spaces and aisle widths shall comply with Schedule C of the Land Development Code.
3a.	Comment addressed.
4.	Per Section 98-105, Outdoor seating shall have a minimum clearance of three feet to the entrance/exit and the public right-of-way or sidewalk space.
4a.	Comment addressed.
5.	Per Section 98-13(8)(c)(6) Provide existing and proposed utility lines, easements and adjacent rights-of-ways.
5a.	Comment addressed.
6.	Show ingress/egress easement on site plan with adjacent neighbor and assure any changes made by the proposed development complies with the easement provisions.
6a.	Comment addressed.
7.	Correct parking requirements on site data table. Per Schedule B- parking for general retail is 1 space per 300 square feet of non-storage area. Medical office is 1 space per 200 square feet of gross floor area.
7a.	Comment addressed. Center space is medical office.
8.	Per Section 78-7(d) Outdoor dining areas should be arranged with a sense of enclosure such as a railing and include design features that integrate and are complimentary to the surrounding building and site. Provide railing separating outdoor seating areas from parking areas.
8a.	Comment partially addressed. Label on the site plan (i.e. height, linear feet, setback from curbs) and material of the proposed railing/fencing demonstrated around the outdoor seating area and provide elevation details.
8b.	Comment addressed.
9.	Show any above ground utility meters and adequate screening per Sections 98-80(j) and 78-7(h)7.
9a.	Comment addressed.
10.	Per Section 78-7(d)9. Provide a bike rack at appropriate location.
10a.	Comment addressed.
11.	Per Section 98-13(8)(c)(14) Provide the location of freestanding signs with setback measurements. Provide locations of wayfinding signs.
11a.	Comment addressed.
12.	Per Schedule C, all spaces shall be provided with concrete wheel stops or extruded curbing (Type D) placed 30" from edge of pavement.

Development Plan Application Comments

12a.	Comment addressed.
13.	Per Section 98-80, vehicles can only overhang into landscaped areas, not paved surfaces. Adjust parking spaces that overhang onto sidewalk areas.
13a.	Comment addressed.
NEW COMMENTS 3/31/22	
14.	Per section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture. Identify paint color of trash enclosure on site detail.
14a.	Comment addressed.
15.	Proposed outdoor seating area for easternmost restaurant exceeds 200 square feet. Per Schedule B, parking for outdoor seating area is calculated at one space per 50 square feet of customer service area.
15a.	Comment addressed.
16.	Location of railing for outdoor seating areas on site plan (sheet 4.0) is not consistent with what is shown on floor plan (sheet A1.0). Ensure consistency throughout all sheets in plan set(s).
16a.	Comment addressed.
17.	Amend site data table to parking data and square footage data based on changes from outdoor seating area, and changes to customer service area. See Comment 14 under site Plan Comments and Comment under Floor Plan comments 1a. and 4. Under Floor Plan Comments.
17a.	Comment addressed.

D. ELEVATIONS:

1.	Clarify if middle portion of building protrudes from remainder of building. If so, show on floor and site plans.
1a.	Comment addressed.
2.	Per Section 78-7(b)2. Provide more wall articulation such as reveals or offsets.
2a.	Comment not addressed. Scoring does not create substantial wall articulation. Provide reveals, columns, or other materials. Ensure this is provided on all building facades.
2b.	Comment addressed.
3.	Per Section 78-7(b)7. Provide more of the secondary and accent colors. Secondary color approximates 15-25% of a building or structure/ accent color 5%, with a total of all accent colors not exceeding 15%.
3a.	Comment addressed.
4.	Per Section 78-7(b)8. Retail space requires 50% transparency; Proposed development is at 48.2%. provide additional glass on elevations.
4a.	Comment addressed.
5.	Per Section 78-7(b)13 At least two building materials are required. Provide second building material
5a.	Comment addressed.
6.	Per Section 78-7(d) Buildings and sites shall be designed in context with the surrounding environment. Primary colors for surrounding development are in the beige tones and gray tones are proposed.
6a.	Comment addressed.
NEW COMMENT 6/16/22	

Development Plan Application Comments

7.	See comments 11 & 12 under Table A- Application/General Comments.
7a.	Comment addressed.

E.

FLOOR PLANS:	
1.	Per Section 98-13(8)(e)(2) Provide the proposed uses, with different parking ratios must be clearly defined and consistent with site data table Provide more detail to floor plans. For restaurants, identify customer service areas, consistent with square footages presented in site data table.
1a.	Comment partially addressed. Customer Service Area (CSA) on plans is not shown properly. For westernmost restaurant, the area on the side of the counter is CSA and on the easternmost restaurant the CSA extends further north to the wall.
1b.	Comment addressed.
2.	Clarify if middle space will be used for retail or medical office. Trip analysis indicates the use will be medical office.
2a.	Comment addressed.
NEW COMMENTS 3/31/22	
3.	Per 98-13(8)(c)(e)1. Fully dimension each room and customer service area.
3a.	Comment addressed.
4.	Proposed outdoor seating area for easternmost restaurant exceeds 200 square feet. See comment no.15 of Table C- Site Plan.
4a.	Comment addressed.
5.	Location of railing for outdoor seating areas on site plan is not consistent with what is shown on floor plan, and is not consistent with outline of outdoor seating area. See comment no.16. of Table C- Site Plan.
5a.	Comment addressed.
NEW COMMENT 6/16/22	
6.	See comments 11 & 12 under Table A- Application/General Comments.
6a.	Comment addressed.

F.

LANDSCAPING PLAN:	
1.	Per Section 78-7(e)2. Assure foundation plantings don't conflict with canopy and can adequately be maintained under canopy.
1a.	Comment addressed.

G.

PHOTOMETRIC PLAN:	
1.	Per Section 98-88(j)(5) the average foot-candle on parking areas shall be 1 foot-candle. Adjust lighting to comply.
1a.	Comment addressed.
2.	Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing maximum height, building material and color.
2a.	Comment partially addressed. Provide detail of proposed light pole, only the light fixture was demonstrated.
2b.	Comment addressed.
3.	Per Section 98-13(8)(h)(5) Provide the location of all existing off-site lighting, including rights-of-way lighting. There are three light poles directly adjacent to the property on the north side. Include in photometric plan.

Development Plan Application Comments

3a.	Comment addressed.
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H.

ADDITIONAL COMMENTS:	
1.	The Project coordinator shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1a.	Comment acknowledged.
2.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
2a.	Comment acknowledged.
3.	Per Section 98-13(8)(j) The attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
3a.	Comment acknowledged.
4.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist
4a.	Comment acknowledged.
5.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
5a.	Comment acknowledged.
6.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
6a.	Comment acknowledged.
7.	Applicants are required to compensate the city for any costs associated for reviews made by a City consultant for items such as traffic and noise. The Certificate of Concurrency Letter shall not be issued until all associated fees are paid.
7a.	Comment acknowledged.
8.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666).
8a.	Comment acknowledged.
9.	Per Section 98-14(f) An application for development plan shall be deemed to have

Development Plan Application Comments

	been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
9a.	Comment acknowledged.
10.	Prior to resubmittal, contact Bonnie Jacobson and Veronica Rodriguez at bjacobson@deerfield-beach.com and yrodriguez@deerfield-beach.com to schedule a Development Review Committee meeting
10a.	Comment acknowledged.
11.	All resubmittals shall be provided with a written narrative responding to all comments.
11a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	3311 W Hillsboro Blvd. LV LLC	Application No.:	21-B1-209
Reviewer Name:	Harold Hoyte	Project Address:	W Hillsboro Blvd. LV LLC
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	6/8/22		
Submittal No.:	3		

A.

LANDSCAPING PLAN:	
1.	Add 4 interior islands per Section 98-80 (e) (9)
1.a	Comment not addressed. Add a minimum of 20 shrubs in interior and terminal islands per Section 98-80(e)(11)
1.b	Comment addressed 6/8/22
2.	Add graywood to Royal and Christmas palms.
2.a	Comment addressed 4/1/22
3.	Add sight triangles at west entrance/ exit per Section 98-80 (i)
3.a	Comment addressed 4/1/22
4.	Step down hedges with shrubs along Hillsboro Blvd., as it is an Arbor Street.
4.a	Comment addressed 4/1/22
5.	Per Section 98-80(2) vehicles cannot overhang into the required buffer width.
5.a	Comment addressed 4/1/22
6.	Ensure foundation plantings don't conflict with canopy and can adequately be maintained under canopy.
6.a	Comment addressed 4/1/22
	<u>New Comment 4/1/22</u>
7.a	Wrap "POD" hedge around the dumpster enclosure on the westside along the sidewalk to screen it.
7.b	Comment addressed 6/8/22

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	3311 W Hillsboro Blvd Major Site Plan	Application No.:	21-B1-209
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	6-8-22		
Submittal No.:	3		

A.	SITE PLAN:	
	1.	Provide a copy of a current FDOT Permit Pre-Application meeting letter.
	1.a	Pending copy of letter from FDOT
	1.b	COMMENT ADDRESSED



DEVELOPMENT REVIEW COMMITTEE

Project Name:	3311 W HILLSBORO BLVD JV LLC	Application No.:	21-B1-209
Reviewer Name:	CAPT MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	01/04/22		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 7TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018.
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B. SITE PLAN:

1.	SITE PLAN IS APPROVED AS SUBMITTED
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	3311 W Hillsboro Blvd. JV LLC. Major Site Plan	Application No:	21-B1-209
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	06/08/2022		
Submittal No:	Submittal 3		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 3311 W Hillsboro Blvd. Deerfield Beach, FL 33442, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be ACCEPTABLE as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: 3311 West Hillsboro

Property Owner: 3311 West Hillsboro Boulevard JV, LLC

Applicant (if different from Owner):

Agent (if different from Owner/Applicant): Thomas Engineering Group, LLC

Address of Property: 3311 West Hillsboro Boulevard

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

Description of Project: Demolition of the existing bank with drive-thru and constructing of a 7,305 sf restaurant/retail building.

New Development (Y/N): Yes

Zoning District: B-1

Existing Use: Bank

Lot Area (acres): 1.212

Sq. Ft. of Structure (existing): 7,887

Modification to Existing Development (Y/N): Yes

Future Land Use Category: Commercial

Proposed Use: restaurant/retail

Number of Dwelling Units (proposed): n/a

Sq. Ft. of Structure (proposed): 7,305

Agent Signature:

Name Printed: Michael Troxell

Address: 6300 NW 31st Ave,
Ft Lauderdale, FL 33309

Telephone: 954.202.7000

Email: mtroxell@thomaseg.com

Owner Signature:

Name Printed: Evan Mouhalis

Address: 1200 NW 17th Ave, Suite 15
Delary Beach, FL 33445

Telephone: 904.662.7021

Email: Evan@mouhaliscm.com



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

NA

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

NA

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

NA

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

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

I, Evan Mouhalis on behalf of 3311 W Hillsboro Boulevard^{Jr} LLC, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

12/13/2021
Date

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

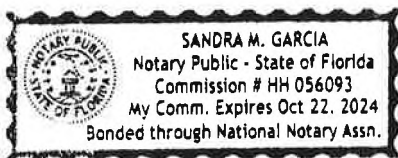
notarization, this 13th day of DECEMBER, 2021 by

EVAN J. MOUHALIS (Affiant), who is personally

known to me or has produced FLDL identification.

My commission expires: 10/22/24

Commission No.: HH 056093



[Signature]
(Signature of Notary Public - State of Florida)
SANDRA M. GARCIA
(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

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

(Attach additional sheets as needed for each item.)

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

n/a

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

n/a

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



n/a

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

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

I, Michael Troxell, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

3/16/22

Date

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

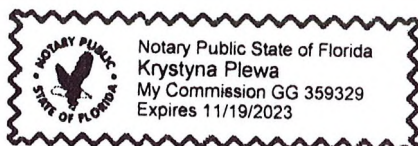
notarization, this 16 day of March, 2022 by

Michael Troxell (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 11/19/23

Commission No.: GG 359329



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

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



DEERFIELD BEACH, FL 33442
SECTION 3, TOWNSHIP 48S, RANGE 42E
FOLIO # 4842-03-04-0010
FOR
3311 WEST HILLSBORO BOULEVARD JV, LLC

$$\overline{1''=100'}$$


CIVIL ENGINEER
MICHAEL A. TROXELL
THOMAS ENGINEERING GROUP
6300 NW 31st AVENUE
FORT LAUDERDALE, FL 33309
(T)954.202.7000
(F)954.202.7070

ARCHITECT
MOE AZAR
SALTZ MICHELSON ARCHITECTS
3501 GRIFFIN ROAD
FORT LAUDERDALE, FL 33312
(T) 954.266.2734

LANDSCAPE ARCHITECT
MICHAEL GROSSWIRTH
THOMAS ENGINEERING GROUP
6300 NW 31st AVENUE
FORT LAUDERDALE, FL 33309
(T)954.202.7000
(F)954.202.7070

SURVEYOR
JOHN PULICE
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FL 33351
(T) 954.572.1777
(F) 954.572.1778

PROPERTY OWNER
3311 WEST HILLSBORO BOULEVARD JV, LLC
1200 NW 17TH AVENUE, SUITE 15
DELRAY BEACH, FL 33445
(T) 904.662.7021

ELECTRICAL ENGINEER
ROBERT KAMM
 KAMM CONSULTING, INC.
 1407 WEST NEWPORT CENTER DRIVE
 DEERFIELD BEACH, FL 33442
 (T) 954.949.2200
 (F) 954.949.2201

COVER SHEET	C-1.0
BOUNDARY AND TOPOGRAPHICAL SURVEY	--
SITE PLAN	C-4.0
PROPOSED FLOOR PLAN	A1.0
PROPOSED ELEVATIONS	A1.1
PROPOSED COLOR ELEVATIONS	A1.2
DISPOSITION PLAN	L-1.0
LANDSCAPE PLAN	L-2.0
PLANT SCHEDULE & DETAILS	L-2.1
LANDSCAPE GENERAL NOTES	L-2.2
IRRIGATION PLAN	L-3.0
IRRIGATION SCHEDULE & NOTES	L-3.1
IRRIGATION DETAILS	L-3.2
SITE PHOTOMETRICS PLAN	E1.1
SITE LIGHTING DETAILS	E1.1A

$$1'' = 300'$$


DEMOLITION OF THE EXISTING 7,887 SQUARE FOOT BANK WITH DRIVE THROUGH ALONG WITH THE EXISTING SITE IMPROVEMENTS; THE CONSTRUCTION OF A NEW 7,484 SQUARE FOOT COMMERCIAL RETAIL BUILDING AND ASSOCIATED SITE IMPROVEMENTS WHICH INCLUDES 66 PARKING SPACES, DRIVE THROUGH PICK UP WINDOW, DUMPSTER ENCLOSURE, OUT DOOR PATIO AREA WITH SEATING,

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

RC SUBMITTAL

PROJECT No.:	F210106
DRAWN BY:	JV
CHECKED BY:	MAT
DATE:	5/24/22
AD I.D.:	F210106 COVER SHEET

PROJECT:

**3311 W. HILLSBORO BLVD
DEERFIELD BEACH, FL
33442**

—FOR—
**MOUHALIS CAPITOL
MANAGEMENT**



6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL A. TROXELL

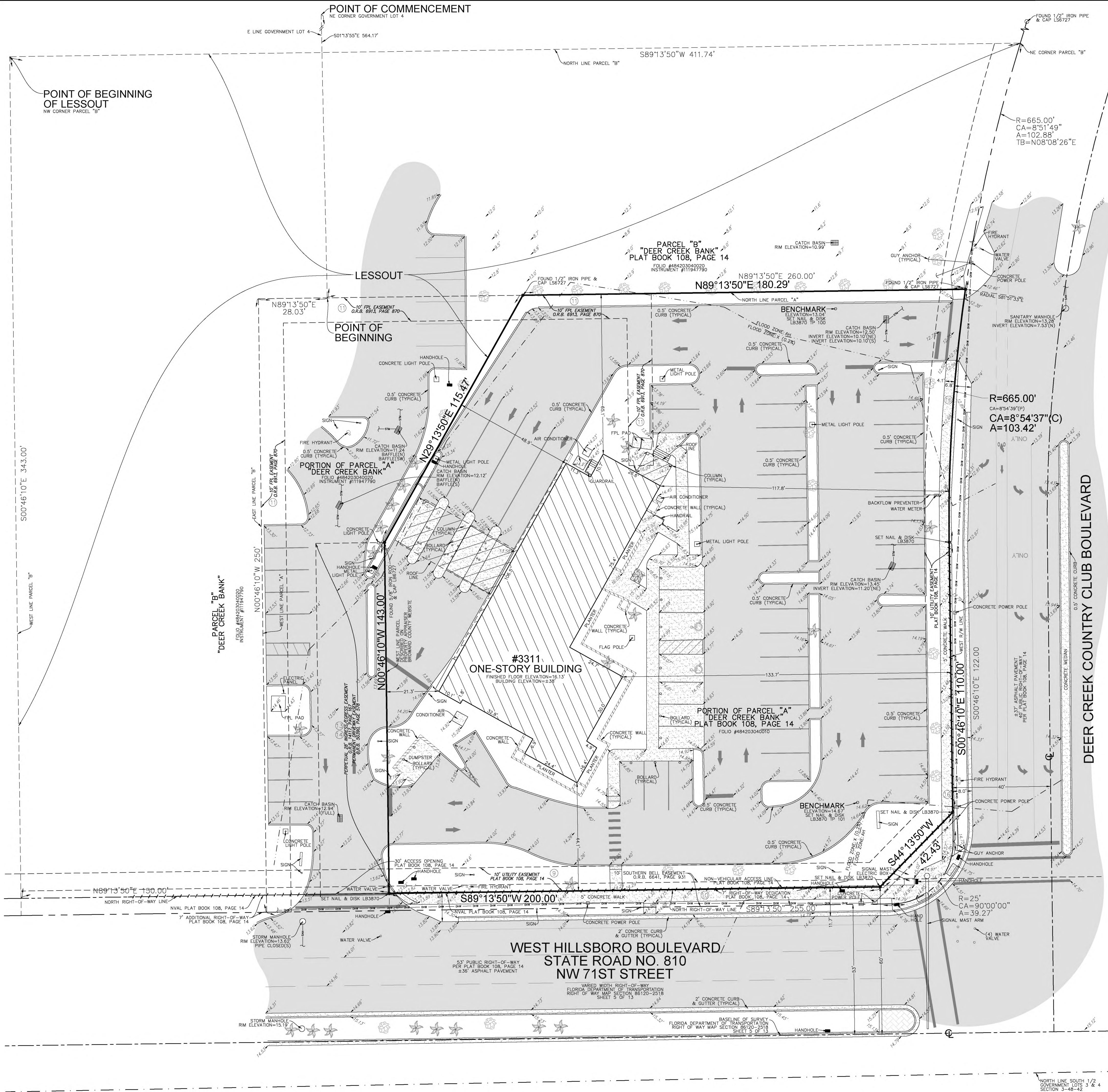
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 50572

August 2, 2022
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

COVER SHEET

SHEET NUMBER: _____

C-1.0



LEGAL DESCRIPTION:
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH ONE-HALF OF GOVERNMENT LOTS 3 AND 4, SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LYING NORTH OF THE PROPOSED NORTH RIGHT-OF-WAY LINE OF STATE ROAD #810, AS RECORDED IN MAP BOOK 4, PAGE 41 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°13'55" EAST, A DISTANCE OF 564.17 FEET, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4 TO THE POINT OF BEGINNING; THENCE NORTH 89°13'50" EAST, A DISTANCE OF 260.00 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE TO THE LEFT, THE RADIUS OF SAID CURVE BEARS SOUTH 81°51'33" EAST; THENCE SOUTHERLY, A DISTANCE OF 103.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 665 FEET AND A CENTRAL ANGLE OF 8°54'37", TO A POINT OF TANGENCY; THENCE SOUTH 00°46'10" EAST, A DISTANCE OF 122.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, A DISTANCE OF 39.27 FEET, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY ON THE PROPOSED NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD #810; THENCE SOUTH 89°13'50" WEST, A DISTANCE OF 255.00 FEET, ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00°46'10" WEST, A DISTANCE OF 250 FEET; THENCE NORTH 89°13'50" EAST, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA.

SAID LANDS NOW BEING KNOWN AS PARCEL "A" OF "DEER CREEK BANK", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM A PORTION OF PARCELS "A" & "B", "DEER CREEK BANK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 00°46'10" EAST ALONG THE WEST LINE OF SAID PARCEL "B", A DISTANCE OF 343.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HILLSBORO BOULEVARD (120 FOOT RIGHT-OF-WAY); THENCE NORTH 89°13'50" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET, THENCE NORTH 00°46'10" WEST, A DISTANCE OF 143.00 FEET; THENCE NORTH 29°13'50" EAST, A DISTANCE OF 115.47 FEET; THENCE NORTH 89°13'50" EAST A DISTANCE OF 180.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEER CREEK COUNTRY CLUB BOULEVARD (80 FOOT RIGHT-OF-WAY) AND A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT WHOSE TANGENT BEARS NORTH 08°08'26" EAST, WITH A RADIUS OF 665.00 FEET A CENTRAL ANGLE OF 8°51'49" AN ARC DISTANCE OF 102.88 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 89°13'50" WEST ALONG THE NORTH LINE OF SAID PARCEL "B", A DISTANCE OF 411.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.

- NOTES:**
- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - THIS SITE CONTAINS 52,828 SQUARE FEET (1.2128 ACRES) MORE OR LESS.
 - ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #2463; ELEVATION: 13.48 FEET.
 - FLOOD ZONE: X/AH; BASE FLOOD ELEVATION: NONE/14 FEET; PANEL #12011C0159H; COMMUNITY #125101; MAP DATE: 8/18/14.
 - THIS SITE LIES IN SECTION 3, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
 - BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE NORTH LINE OF PARCEL "A" BEING N89°13'50"E.
 - REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
 - THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
 - THIS SITE CONTAINS 46 TOTAL CLEARLY IDENTIFIABLE PARKING SPACES (44 REGULAR & 2 DISABLED).
 - THIS SURVEY WAS PREPARED WITH BENEFIT OF A OWNERS POLICY OF TITLE INSURANCE, POLICY NUMBER 5011412-NCS-FL-6-578-0, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED OCTOBER 25, 2021 AT 2:01 PM. THE FOLLOWING ITEMS ARE EXCEPTIONS LISTED IN SAID POLICY:
 - ITEMS 1, 2, 3, 4, 5, 6, 7 & 8: STANDARD EXCEPTIONS, NOT ADDRESSED.
 - ITEM 9: PLAT OF DEER CREEK BANK IN PLAT BOOK 108, PAGE 14 APPLIES TO THIS SITE AS DEPICTED HEREON.
 - ITEM 10: SOUTHERN BELL TELEPHONE & TELEGRAPH UTILITY EASEMENT IN O.R.B. 6641, PAGE 931 APPLIES TO THIS SITE AS DEPICTED HEREON.
 - ITEM 11: FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT IN O.R.B. 6913, PAGE 870 APPLIES TO THIS SITE AS DEPICTED HEREON.
 - ITEM 12: INTENTIONALLY DELETED.
 - ITEM 13: PERPETUAL INGRESS/EGRESS EASEMENT AND CLOSING EASEMENT AGREEMENT IN O.R.B. 14117, PAGE 167 LYING ADJACENT TO THIS SITE AS DEPICTED HEREON BENEFITS THIS SITE.
 - ITEM 14: PERMANENT DRIVEWAY EASEMENT AGREEMENT IN O.R.B. 50390, PAGE 578 LYING ADJACENT TO THIS SITE AS DEPICTED HEREON BENEFITS THIS SITE. THE TEMPORARY CONSTRUCTION EASEMENT MENTIONED IN SAID DOCUMENT IS NOT DESCRIBED OR DEPICTED FOR PLOTTING PURPOSES.
 - ITEM 15: INTENTIONALLY DELETED.
 - ITEM 16: SURVEY MATTERS DEPICTED HEREON.
 - (g) CONCRETE SIDEWALK ENCROACHMENT OF APPROXIMATELY 4' ALONG THE EASTERN BOUNDARY.
 - ITEM 17: MORTGAGE DEED AND SECURITY AGREEMENT IN INSTRUMENT NO. 117685855 APPLIES TO THIS SITE BUT IS NOT PLOTTABLE.
 - ITEM 18: ASSIGNMENT OF RENTS, LEASES AND DEPOSITS IN INSTRUMENT NO. 117685855 APPLIES TO THIS SITE BUT IS NOT PLOTTABLE.
 - ITEM 19: UCC FINANCING STATEMENT IN INSTRUMENT NO. 117685857 APPLIES TO THIS SITE BUT IS NOT PLOTTABLE.
 - ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.

CERTIFICATION:
TO FIRST AMERICAN TITLE INSURANCE COMPANY; 3311 WEST HILLSBORO BOULEVARD JV, LLC; DEER CREEK STATE BANK:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, & 9 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/29/21
DATE OF PLAT OR MAP: 11/29/21

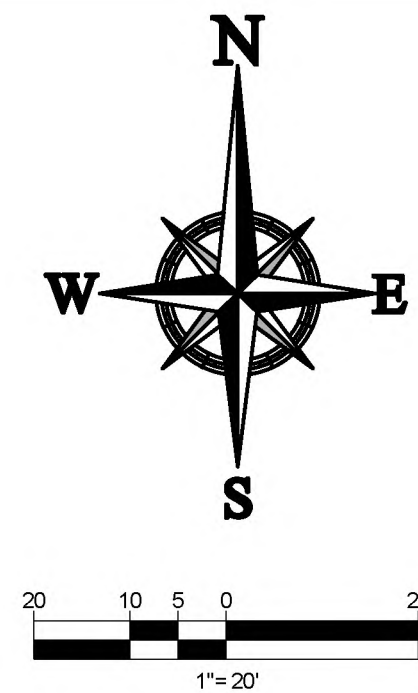
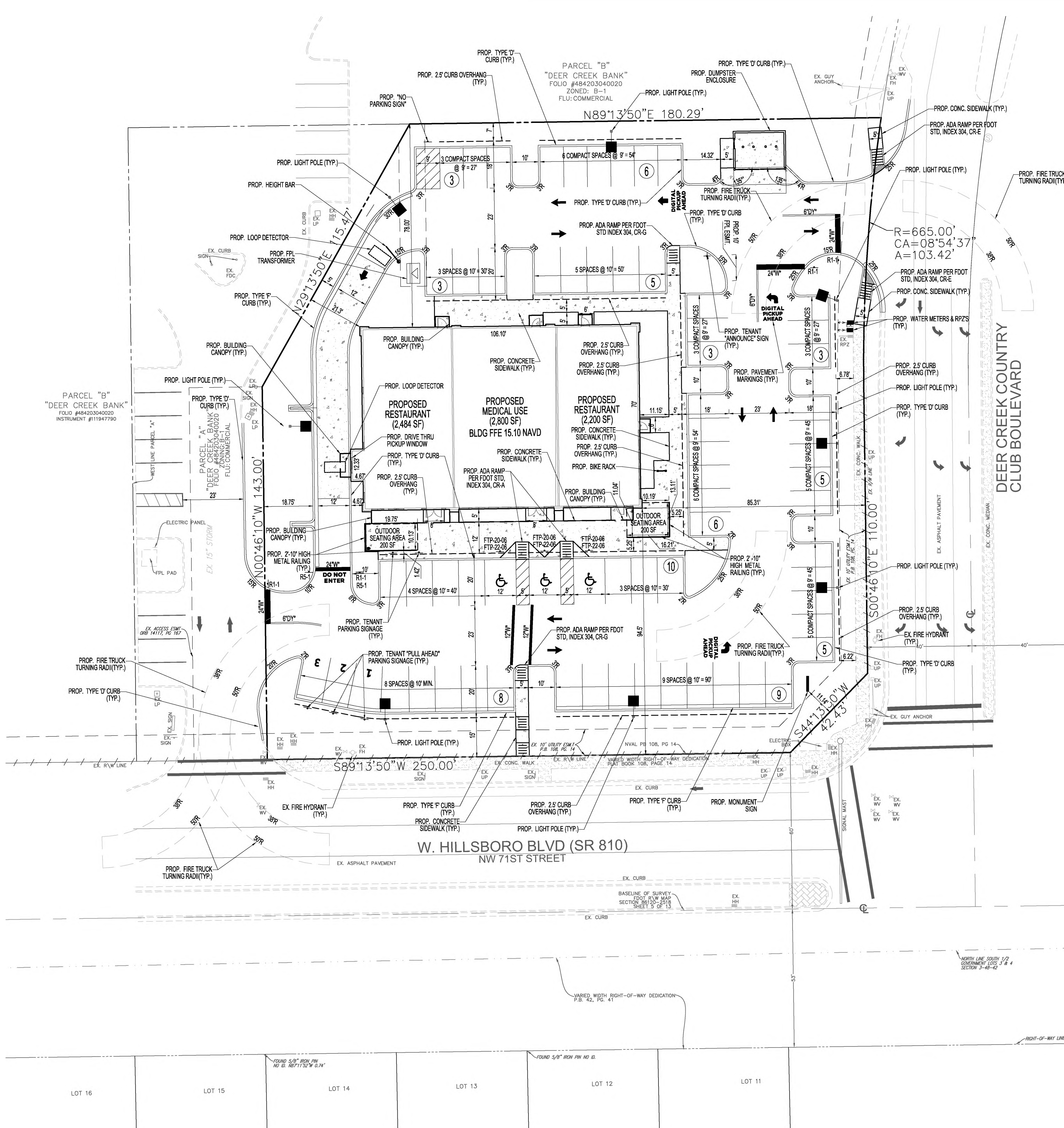
- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
□ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
□ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
□ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

REVISIONS		BY
NO.	REVISIONS	BY
1	REVIEWED TITLE POLICY/ADDED EASEMENT 2/9/22	J.F.P.

**BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY**

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@puliceandsurveyors.com
WEBSITE: www.puliceandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: J.M.P.	SCALE: 1"=20'	CLIENT: 3311 WEST HILLSBORO BOULEVARD JV, LLC
CHECKED BY: J.F.P.	SURVEY DATE: 11/29/21	ORDER NO.: 69156



S I T E D A T A

NAME OF PROJECT: 3311 W. HILLSBORO BLVD
PROPOSED USE: RESTAURANT/MEDICAL USE
FUTURE LAND USE CLASSIFICATION: COMMERCIAL
EXISTING ZONING DISTRICT: B-1 (BUSINESS, COMMUNITY)
SECTION, TOWNSHIP, RANGE: 3/48S/42E
FOLIO NUMBER: 4842-03-04-0010
FEMA FLOOD ZONE: X & AH (EL 14) PER FIRM PANEL 12011C0159H, DATED 8/18/14

SITE AREA: 1.212 AC (52,828. SF)
PROPOSED FLOOR AREA: 0.172 AC (7,484. SF)

	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA (SF):	5,000	52,828	52,828
MIN. LOT WIDTH (FEET):	50	260	260
BLDG. SETBACKS (FEET):			
FRONT (SOUTH):	10'	44.1'	94.50'
CORNER (EAST):	10'	117.6'	85.31'
SIDE (WEST):	0'	21.3'	21.30'
REAR (NORTH):	5'	65.1'	78.00'
MIN. FLOOR AREA (SF):	1,000	7,887	7,484
MAX. FLOOR AREA RATIO	1.00	0.15	0.14
MAX. LOT COVERAGE (%)	50	10.3	14.2
MIN. LANDSCAPE AREA (%)	15	19.9	24.1
MAX. HEIGHT:	45'	----	25'-4"

SITE AREA BREAKDOWN

IMPERVIOUS	EXISTING			PROPOSED			DIFFERENCE	
	SF.	AC.	%	SF.	AC.	%	SF.	AC.
BUILDINGS (FOOTPRINT)	5,450	0.125	10.3%	7,484	0.172	14.2%	2,024	0.05
PAVEMENT	32,109	0.737	60.8%	26,537	0.609	50.2%	-5,572	-0.13
SIDEWALKS/RAMPS	4,727	0.109	8.9%	4,951	0.114	9.4%	225	0.01
TOTAL IMPERVIOUS	42,296	0.971	80.1%	38,973	0.895	73.8%	-3,324	-0.08

PERVIOUS AREA

GREEN SPACE	10,532	0.242	19.9%	13,856	0.318	26.2%	3,324	0.08
TOTAL SITE AREA	52,828	1.213	100.0%	52,828	1.213	100.0%	0	0.00

PARKING ANALYSIS:

REQUIRED:	USE	BLDG AREA	RATE	SPACES
RESTAURANT	CSA	1,681. SF	1 SP/50 SF	33.6
	NON-CSA	2,953. SF	1 SP/400 SF	7.4
	PATIO	400. SF	1 SP/50 SF	8.0
	ADA COMPLIANT	50. SF		0.0
MEDICAL USE		2,800. SF	1 SP/200 SF	14.0
	TOTAL	7,884. SF		63.0

PROVIDED:	
REGULAR (10' x 20')	32 SPACES
COMPACT (9' x 18')	31 SPACES
HANDICAP (12' x 20')	3 SPACES
TOTAL:	66 SPACES

LOADING:

REQUIRED: LESS THAN 10,000 SF 0 BERTHS

PROVIDED: 0 BERTHS

LEGEND

R1-1	STOP SIGN (30" x 30")
R5-1	DO NOT ENTER (30" x 30")
DY	DOUBLE YELLOW
W	WHITE
T	THERMOPLASTIC
⑧	PROPOSED PARKING COUNT



REVISIONS:			
REV.	DATE:	COMMENT:	BY:

Sunshine 811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

DRC SUBMITTAL

PROJECT No.: F210106
DRAWN BY: J.V.
CHECKED BY: MAT
DATE: 8/24/22
CADD: F210106 SITE PLAN

PROJECT:
**3311 W. HILLSBORO BLVD
DEERFIELD BEACH, FL
33442**
FOR:
**MOUHALIS CAPITOL
MANAGEMENT**



6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL A. TROXELL

PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 50572

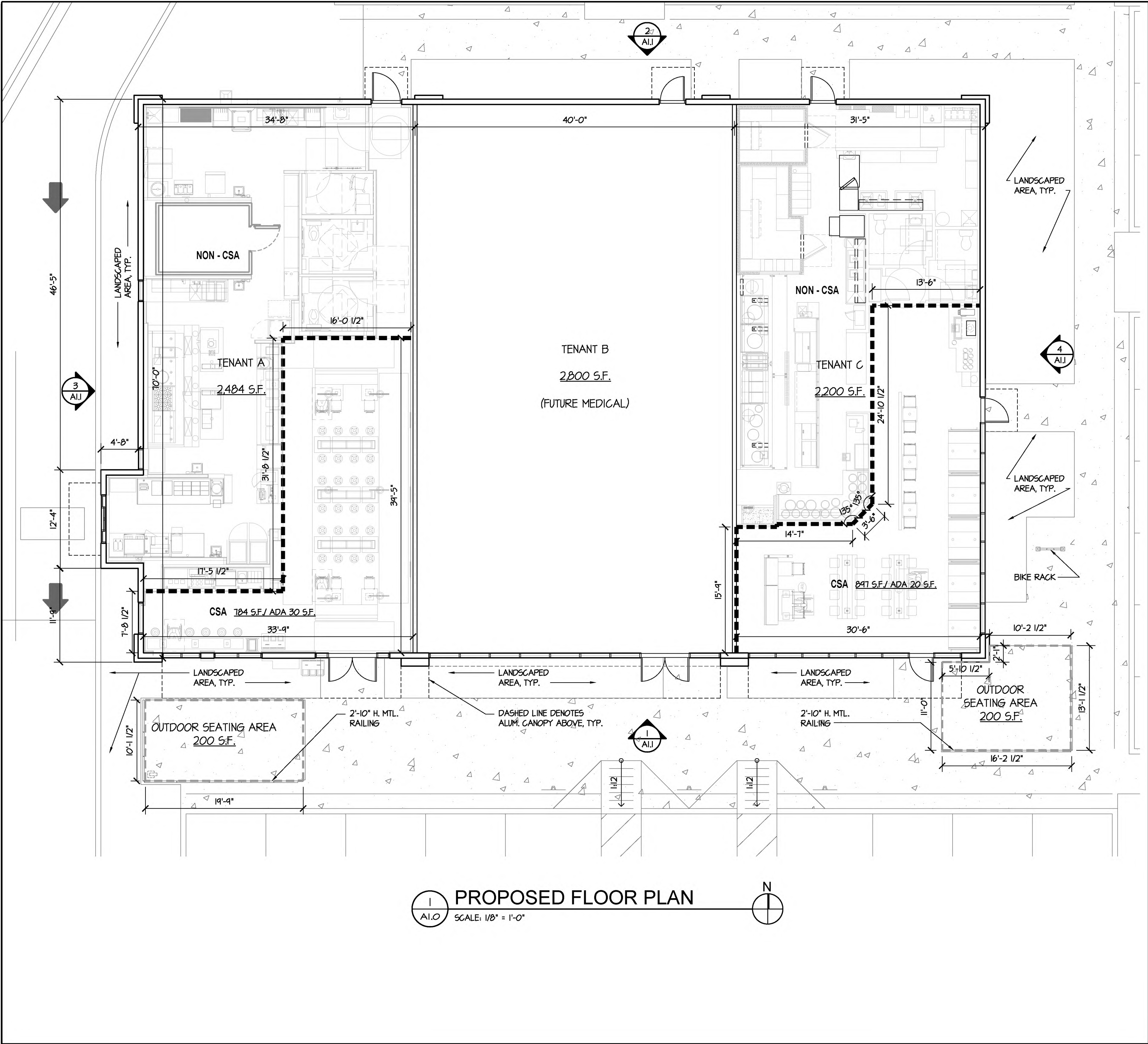
August 2, 2022
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

SITE PLAN

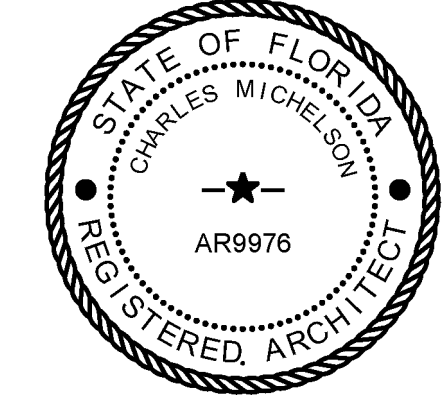
SHEET NUMBER:

C-4.0



PROPOSED FREESTANDING
DARK SHELL BUILDING AT
3311 W. HILLSBOROUGH BLVD
DEERFIELD BEACH, FL 33445

**SALTZ
MICHELSON
ARCHITECTS**
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx: (954) 266-2701
sma@saltzmichelson.com



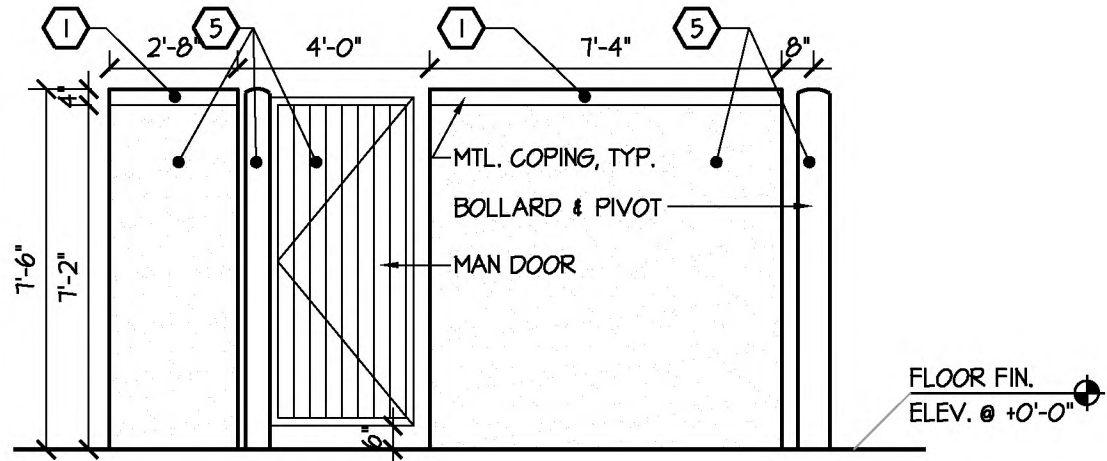
Charles Michelson AR0009976

Project No.:
2021-176
Drawn By:
YC
Checked By:
MA
Date:
03/07/22

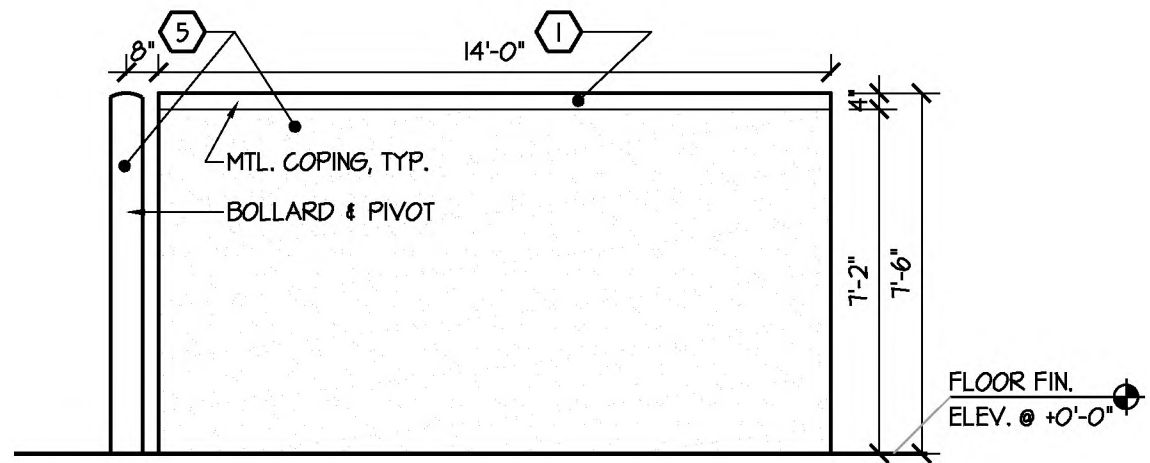
REVISIONS

PROPOSED
FLOOR
PLAN

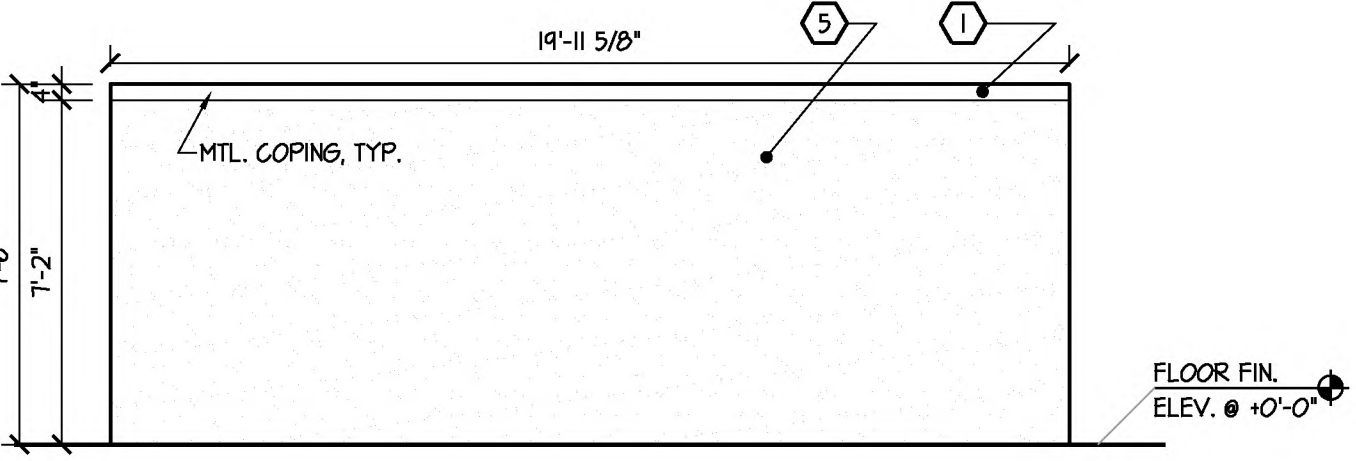
A1.0



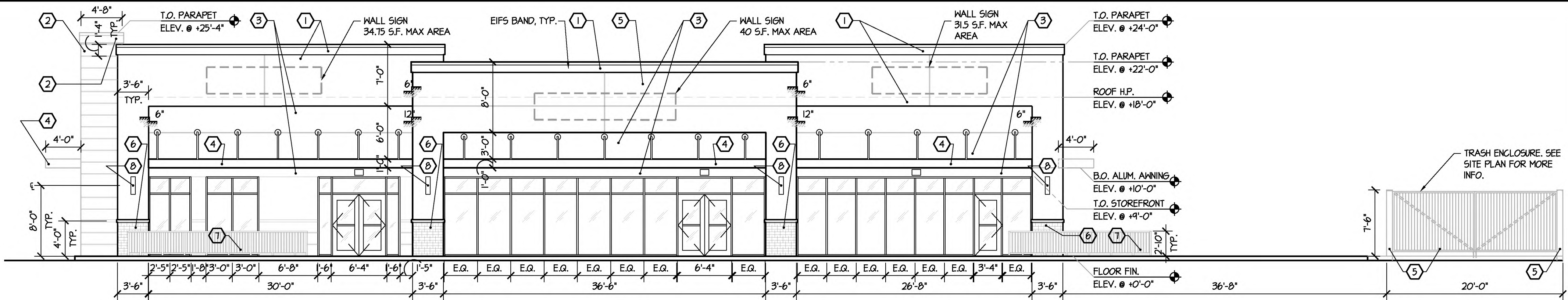
5 PROPOSED WEST TRASH ENCLOSURE ELEV.
A1.1 SCALE: 1/4" = 1'-0"



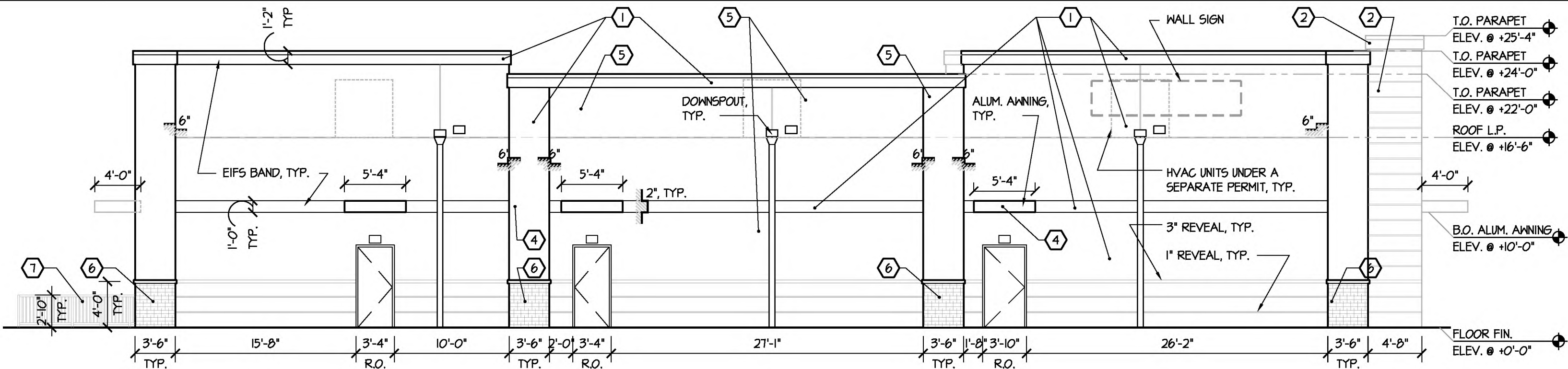
6 PROPOSED EAST TRASH ENCLOSURE ELEV.
A1.1 SCALE: 1/4" = 1'-0"



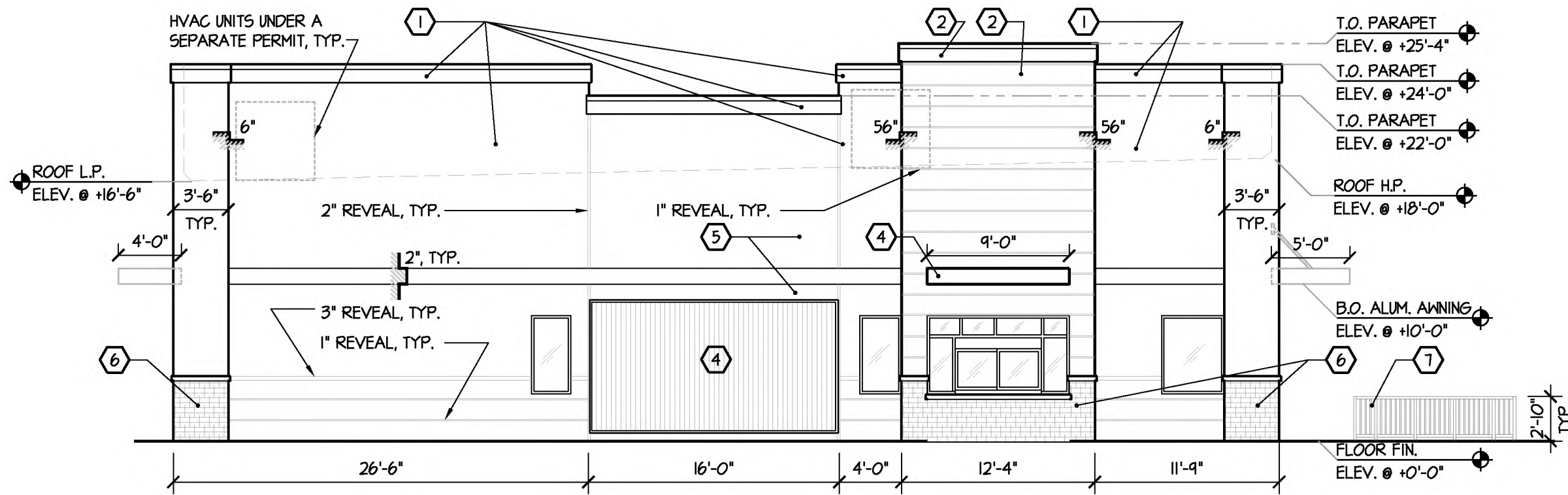
7 PROPOSED NORTH TRASH ENCLOSURE ELEV.
A1.1 SCALE: 1/4" = 1'-0"



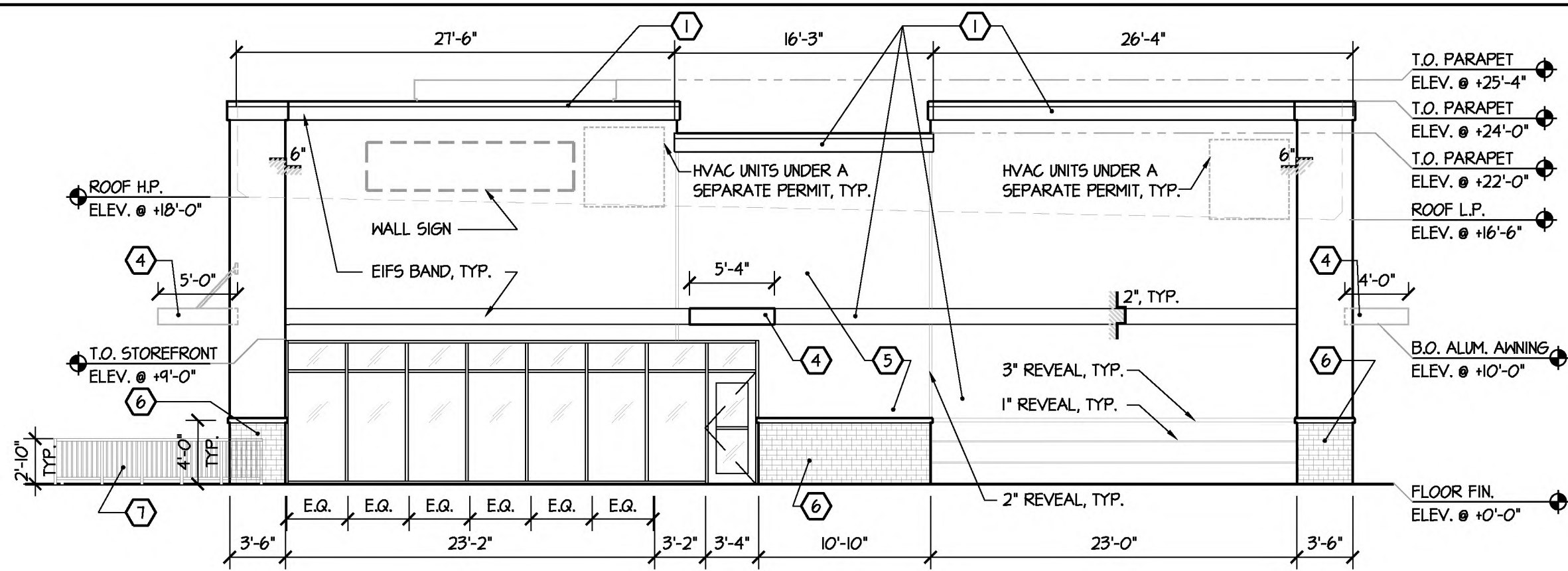
1 PROPOSED SOUTH ELEVATION
A1.1



2 PROPOSED NORTH ELEVATION
A1.1 SCALE: 1/8" = 1'-0"



3 PROPOSED WEST ELEVATION
A1.1 SCALE: 1/8" = 1'-0"



4 PROPOSED EAST ELEVATION
A1.1 SCALE: 1/8" = 1'-0"

COLOR LEGENDS

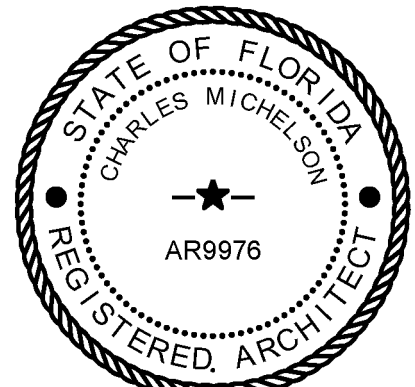
#	DESCRIPTION	
	COLOR	
1	SN 1636 ORIGAMI WHITE	COLOR ON STUCCO WALL & EIFS BAND
2	SN 1541 SANDBAR	COLOR ON STUCCO WALL
3	SN 1019 GAUNTLET GRAY	COLOR ON STUCCO WALL
4	SN 1048 URBAN BRONZE	COLOR ON ALUM. AWNING
5	SN 6003 PROPER GRAY	COLOR ON STUCCO WALL
6	DECORATIVE STONE	DECORATIVE STONE AT COLUMN BASE
7	ALUM. PICKET FENCE, COLOR WHITE	
8	WALL SCONE (MODEL KICHLER 44248BK1LED)	

PROPOSED FREESTANDING
DARK SHELL BUILDING AT
3311 W. HILLSBOROUGH BLVD
DEERFIELD BEACH, FL 33445



3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx: (954) 266-2701
sma@saltzmichelson.com

AA-0002897



Charles Michelson AR0009976

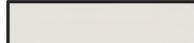
Project No.:
2021-176
Drawn By:
YC
Checked By:
MA
Date:
03/07/22

REVISIONS

PROPOSED
ELEVATIONS

A1.1



#	DESCRIPTION	
	COLOR	
①	 SN 1636 ORIGAMI WHITE	COLOR ON STUCCO WALL & EIFS BAND
②	 SN 1541 SANDBAR	COLOR ON STUCCO WALL
③	 SN 1019 GAUNTLET GRAY	COLOR ON STUCCO WALL
④	 SN 1048 URBAN BRONZE	COLOR ON ALUM. ANHING
⑤	 SN 6003 PROPER GRAY	COLOR ON STUCCO WALL
⑥		DECORATIVE STONE AT COLUMN BASE
⑦	ALUM. PICKET FENCE. COLOR WHITE	
⑧	WALL SCIENCE (MODEL KICHLER 44298BKLTED)	



A1.2

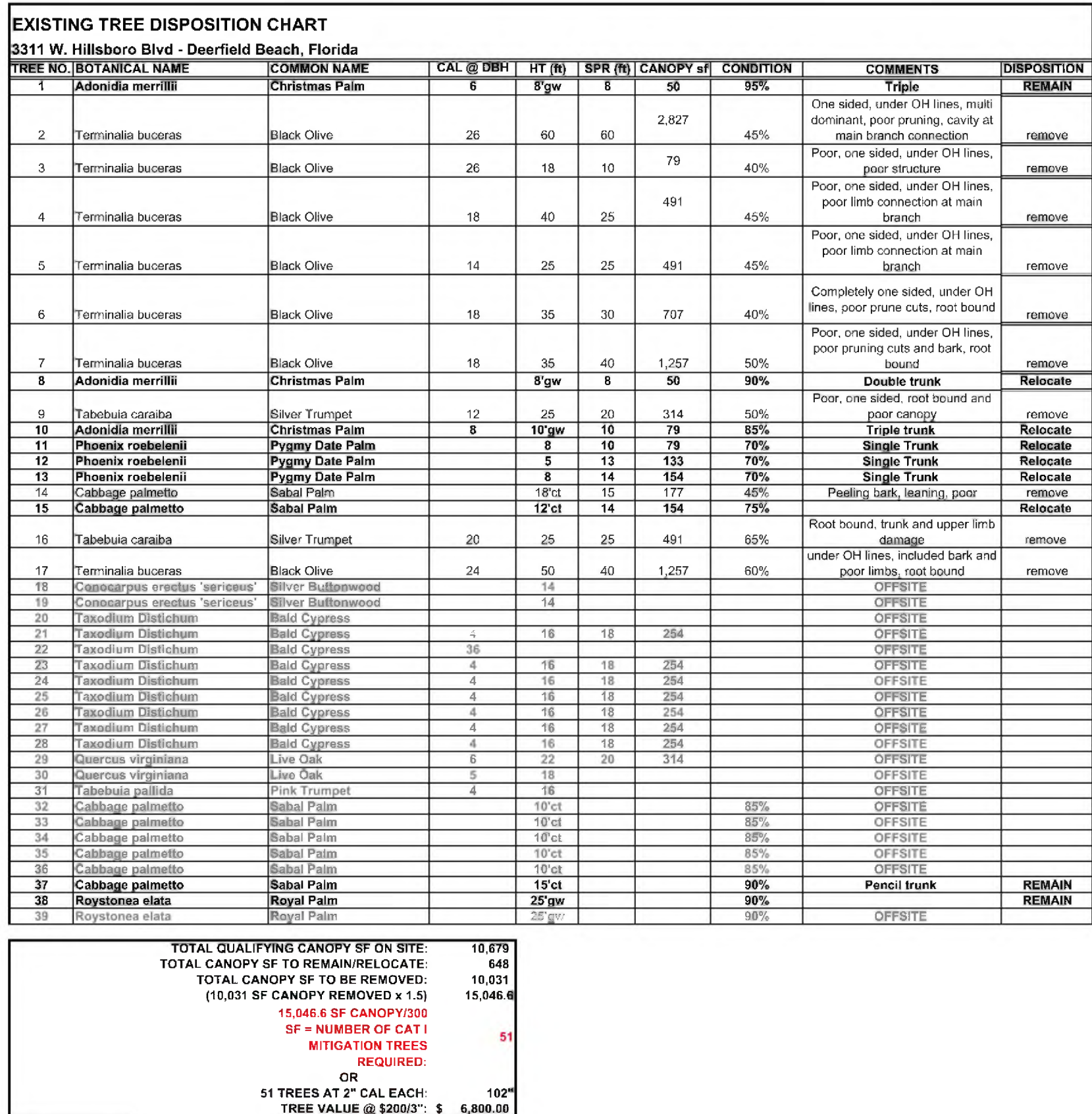


Diagram illustrating the required fencing for a tree:

- A tree is shown with a canopy and a trunk.
- A horizontal line labeled "DRIPLINE" is drawn around the base of the canopy.
- A fence is shown below the drip line, labeled "4' HT. BARRICADE FENCE OF ORANGE 'TENSOR' HIGH VISIBILITY MESH."
- A vertical post is shown at the drip line, labeled "2"x4" MIN. WOOD POST AT DRIP LINE".
- The area between the tree and the fence is labeled "NO ENTRY OR STORAGE" and "NO DRIP LINE ENCROACHMENT".

TREE PRESERVATION BARRICADE FENCING DETAIL

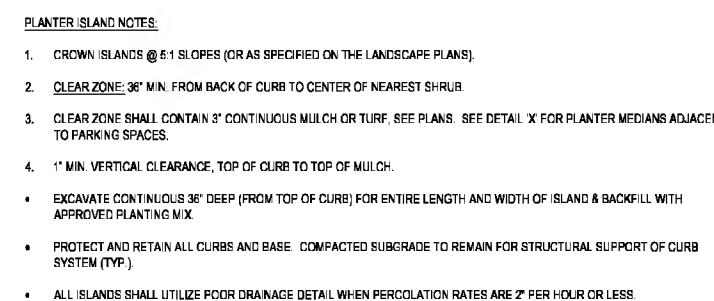
NTS.

PLEASE REFER TO SHEET L-2.0 FOR LANDSCAPE PLAN,
SHEET L-2.1 FOR CODE REQUIREMENTS AND PLANT
SCHEDULE AND SHEET L-2.2 FOR LANDSCAPE GENERAL
NOTES.

EXISTING TREE DISPOSITION CHART										
3311 W. Hillisboro Blvd - Deerfield Beach, Florida										
TREE NO.	BOTANICAL NAME	COMMON NAME	CAL	DBH1	HT	SPR	CANOPY %	CONDITION	COMMENTS	DISPOSITION
1	<i>Adonidia merrillii</i>	Christmas Palm	6	8'g			50	95%	Triple	REMAIN
2	<i>Terminalia buccaris</i>	Black Olive	26	60	60	2,827		45%	One sided, under OH lines, multi dominant, poor pruning, cavity at main branch connection	remove
3	<i>Terminalia buccaris</i>	Black Olive	26	18	10	79		40%	Poor, one sided, under OH lines, poor structure	remove
4	<i>Terminalia buccaris</i>	Black Olive	19	40	25	491		45%	Poor, one sided, under OH lines, poor limb connection at main branch	remove
5	<i>Terminalia buccaris</i>	Black Olive	14	25	25	491		45%	Poor, one sided, under OH lines, poor limb connection at main branch	remove
6	<i>Terminalia buccaris</i>	Black Olive	19	35	30	707		40%	Completely one sided, under OH lines, poor prune cuts, root bound	remove
7	<i>Terminalia buccaris</i>	Black Olive	18	35	40	1,257		50%	Poor, one sided, under OH lines, poor pruning cuts and bark, root bound	remove
8	<i>Adonidia merrillii</i>	Christmas Palm	8	8'g	8	50		90%	Double trunk	Relocate
9	<i>Tabebuia caraiba</i>	Silver Trumpet	12	25	20	314		50%	Poor, one sided, root bound and poor canopy	remove
10	<i>Adonidia merrillii</i>	Christmas Palm	6	10'g	10	79		83%	Triple trunk	Relocate
11	<i>Phoenix roebelinii</i>	Pygmy Date Palm	9	10	79			76%	Single Trunk	Relocate
12	<i>Phoenix roebelinii</i>	Pygmy Date Palm	5	13	133			76%	Single Trunk	Relocate
13	<i>Phoenix roebelinii</i>	Pygmy Date Palm	8	14	154			76%	Single Trunk	Relocate
14	<i>Cabbage palmetto</i>	Sabal Palm	16	15	177			46%	Peeling bark, leaning, poor	remove
15	<i>Cabbage palmetto</i>	Sabal Palm	14	14	154			75%		remove
16	<i>Tabebuia caraiba</i>	Silver Trumpet	20	25	25	491		60%	Root bound, trunk and upper limb damage	remove
17	<i>Terminalia buccaris</i>	Black Olive	24	50	40	1,257		85%	under OH lines, induded bark and poor limbs, root bound	remove
18	<i>Consearpus erectus 'serotenus'</i>	Silver Buttonwood	14							
19	<i>Consearpus erectus 'serotenus'</i>	Silver Buttonwood	14							OFFSITE
20	<i>Taxodium distichum</i>	Bald Cypress			16	18	284			OFFSITE
21	<i>Taxodium distichum</i>	Bald Cypress			16	18	284			OFFSITE
22	<i>Taxodium distichum</i>	Bald Cypress			36					OFFSITE
23	<i>Taxodium distichum</i>	Bald Cypress			4	16	18	284		OFFSITE
24	<i>Taxodium distichum</i>	Bald Cypress			16	18	284			OFFSITE
25	<i>Taxodium distichum</i>	Bald Cypress			4	16	18	284		OFFSITE
26	<i>Taxodium distichum</i>	Bald Cypress			2	16	18	284		OFFSITE
27	<i>Taxodium distichum</i>	Bald Cypress			6	16	18	284		OFFSITE
28	<i>Taxodium distichum</i>	Bald Cypress			4	16	18	284		OFFSITE
29	<i>Quercus virginiana</i>	Live Oak		22	22	20	314			OFFSITE
30	<i>Quercus virginiana</i>	Live Oak		5	18					OFFSITE
31	<i>Tabebuia pallida</i>	Pink Trumpet		4	18					OFFSITE
32	<i>Cabbage palmetto</i>	Sabal Palm		10'c				83%		OFFSITE
33	<i>Cabbage palmetto</i>	Sabal Palm		10'c				83%		OFFSITE
34	<i>Cabbage palmetto</i>	Sabal Palm		16'c				85%		OFFSITE
35	<i>Cabbage palmetto</i>	Sabal Palm		10'c				83%		OFFSITE
36	<i>Cabbage palmetto</i>	Sabal Palm		16'c				85%		OFFSITE
37	<i>Cabbage palmetto</i>	Sabal Palm		15'c				96%		OFFSITE
38	<i>Roystonea elata</i>	Swamp		25'w				96%	Pencil trunk	REMAIN
39	<i>Roystonea elata</i>	Royal Palm		25'w				98%	OFFSITE	REMAIN

TOTAL QUALIFYING CANOPY SF ON SITE:	10,67
TOTAL CANOPY SF TO REMAIN/RELOCATE:	64
TOTAL CANOPY SF TO BE REMOVED:	10,03
(10,031 SF CANOPY REMOVED x 1.5)	15,046
15,046.6 SF CANOPY/300	
SF = NUMBER OF CAT I	
MITIGATION TREES	
REQUIRED:	
OR	
51 TREES AT 2" CAL EACH:	10
TREE VALUE @ \$200/3"	\$ 6,800.00

REES		CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
		CD	1	Pigeon Plum	Cocoloba diversifolia	B & B	2"Cal	12-14' ht.	5'	Yes	High		4.5' CT
		CE-S	20	Silver Button Wood	Conocarpus erectus sericeus	25 gal	2.5"Cal	10-12' Ht	4-5'	Yes	High		4' CT
		CS	7	Orange Geiger Tree	Cordia sebestena	25 gal	2.5"Cal	10-12' Ht	4'-5'	Yes	High		4' CT
		LIT	9	Crape Myrtle Coral Pink	Lagerstroemia 'Tuscarora'	25 gal	2.5"Cal	10-12' Ht	4'-5'	No	High		4' CT
		MF	14	Simpson's Stopper	Myrcianthes fragans	25 gal	2.5"Cal	10' Ht	3-4'	Yes	High		3' CT
		QV	10	Southern Live Oak	Quercus virginiana	B & B	3" DBH	14-16' ht.	5-6'	Yes	High		6' CT
RELOCATED PALMS		CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
		AMR	3	Manila Palm	Adonidia merrillii	varies	As noted on Sheet L-1.0						
		PMR	3	Pigmy Date Palm	Phoenix roebelenii	varies	As noted on Sheet L-1.0						Single-trunk
		RER	1	Florida Royal Palm	Roystonea elata	B & B	Varies	As Noted on Sheet L-1.0		Yes	High		
		SPR	2	Cabbage Palmetto	Sabal palmetto	NA		varies	varies	Yes	High		
SMALL TREES		CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
		LN	4	Natchez Crape Myrtle	Lagerstroemia indica 'Natchez'	25 gal	1.5"Cal	10' Ht	4.5'	No	High		4' CT
PALMS		CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
		AM	5	Manila Palm	Adonidia merrillii	45 gal		8-10' gw		No	High		Triple-trunk, 14-16' oa
SHRUBS		CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
		CAP	2	Jamaica Caper	Capparis cynophallophora	-	As Shown	4-5' Ht	2-3'	Yes	High		
		CHH	259	Red Tip Cocoplum	Chrysobalanus icaco 'Red Tip'	NA	24"	24"	24"	Yes	High		Full to base
		COT	6	Black Magic Ti Plant	Cordyline terminalis 'Black Magic'	7 gal	As Shown	30"	24"	No	Medium		3 ppp
		POD	169	Shrubby Yew	Podocarpus macrophyllus maki	-	24"	36"	24"	No	Medium		full to base
		SCV	178	Variegated Schefflera	Schefflera arboricola variegata	NA	24"	24"	18"	No	High		Full to base
		STN	3	Giant Bird of Paradise	Strelitzia nicolai	-	As Shown	5-6' Ht	3-4'	No	Medium		
SHRUB AREAS		CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	SPACING	REMARKS
		BOG	20	Paper Flower	Bougainvillea glabra	n/a	24"	18"	18"	No	High	24" o.c.	Full to base
		JAS	160	Southern Wax Jasmine	Jasminum simplicifolium	n/a	24"	16"	18"	No	Medium	30" o.c.	Full to base
		MUH	535	Pink Muhly Grass	Muhlenbergia capillaris	n/a	18"	14-16"	14-16"	Yes	High	18" o.c.	
GROUND COVERS		CODE	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	SPACING	REMARKS
		FIM	272	Green Island Ficus	Ficus microcarpa 'Green Island'	n/a	18"	14-16"	14-16"	No	Medium	18" o.c.	
		HY2	57	Spider Lily	Hymenocallis latifolia	n/a	18"	14-16"	14-16"	Yes	High	18" o.c.	
		LIR	314	Lily Turf	Liriope muscari	n/a	16"	12-14"	10-12"	No	High	12" o.c.	Full clumps





<u>SYMBOL</u>	<u>MANUFACTURER/MODEL/DESCRIPTION</u>	<u>QTY</u>	<u>PSI</u>
	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" pop up with pressure regulator.	21	30
	Rain Bird 1806-PRS 8 Series MPR Turf Spray 6" pop up with pressure regulator.	16	30
	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" pop up with pressure regulator.	4	30
	Rain Bird 1806-PRS 10 Series MPR Turf Spray 6" pop up with pressure regulator.	24	30
	Rain Bird 1808-PRS 12 Series MPR Turf Spray 6" pop up with pressure regulator.	9	30
	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" pop up with pressure regulator.	24	30
	Rain Bird 1806-PRS ADJ Turf Spray 6" pop up with pressure regulator.	26	30

NOTE A:
POINTS OF CONNECTION SHALL BE FROM A NEW 2 hp SUBMERSIBLE PUMP AND 4" CASED WELL. VERIFY THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWING IS FOUND TO BE DIFFERENT THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

MINIMUM PRESSURE REQUIRED	37.35 PSI @ POC
DESIGN WATER PRESSURE	50 PSI
MAXIMUM SYSTEM DEMAND	39.77 GPM

NOTE C:
MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL MAINLINE AND RELATED EQUIPMENT LOCATION TO BE WITHIN PLANTERS AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES TYP.

NOTE E:
BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL LOCATION TO BE WITHIN
PLANTER. BUBBLERS SHALL BE ALIGNED WITH TREES AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE.
CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

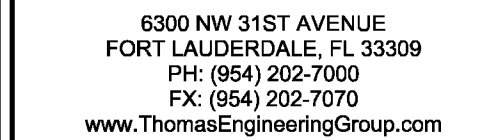
NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	FRICTION LOSS	PSI	PSI @ POC	PRECIP
1	Rain Bird XCZ-100-PRF-BF	1"	Area for Dripline	7.52		321.4	93.1	40	4.25	44.24	44.35	0.45 in/h
2	Rain Bird PEB	1-1/2"	Turf Spray	34.17	17	214.0	125.6	30	1.64	35.32	37.15	0.94 in/h
3	Rain Bird PEB	1-1/2"	Turf Spray	25.53	16	267.5	273.2	30	2.06	35.79	37.53	0.88 in/h
4	Rain Bird PEB	1-1/2"	Turf Spray	30.48	21	335.9	371.3	30	2.23	35.83	38.05	1.11 in/h
5	Rain Bird PEB	1-1/2"	Turf Spray	32.06	34	375.8	231.8	30	2.17	35.74	38.33	1.43 in/h
6	Rain Bird PEB	1-1/2"	Turf Spray	39.77	33	511.2	125.8	30	2.14	35.65	38.5	0.99 in/h
	Common Wire						709.4					

NUMBER	MODEL	TYPE	PRECIP	IN/WEEK	MIN/WEEK	GAL/WEEK	GAL/DAY
1	Rain Bird XCZ-100-PRF-BF	Area for Dripline	0.45 in/h	1	133	1,000	
2	Rain Bird PEB	Turf Spray	0.94 in/h	1	64	2,187	
3	Rain Bird PEB	Turf Spray	0.88 in/h	1	69	1,761	
4	Rain Bird PEB	Turf Spray	1.11 in/h	1	54	1,646	
5	Rain Bird PEB	Turf Spray	1.43 in/h	1	42	1,346	
6	Rain Bird PEB	Turf Spray	0.99 in/h	1	61	2,426	
		TOTALS:			423	10,367	

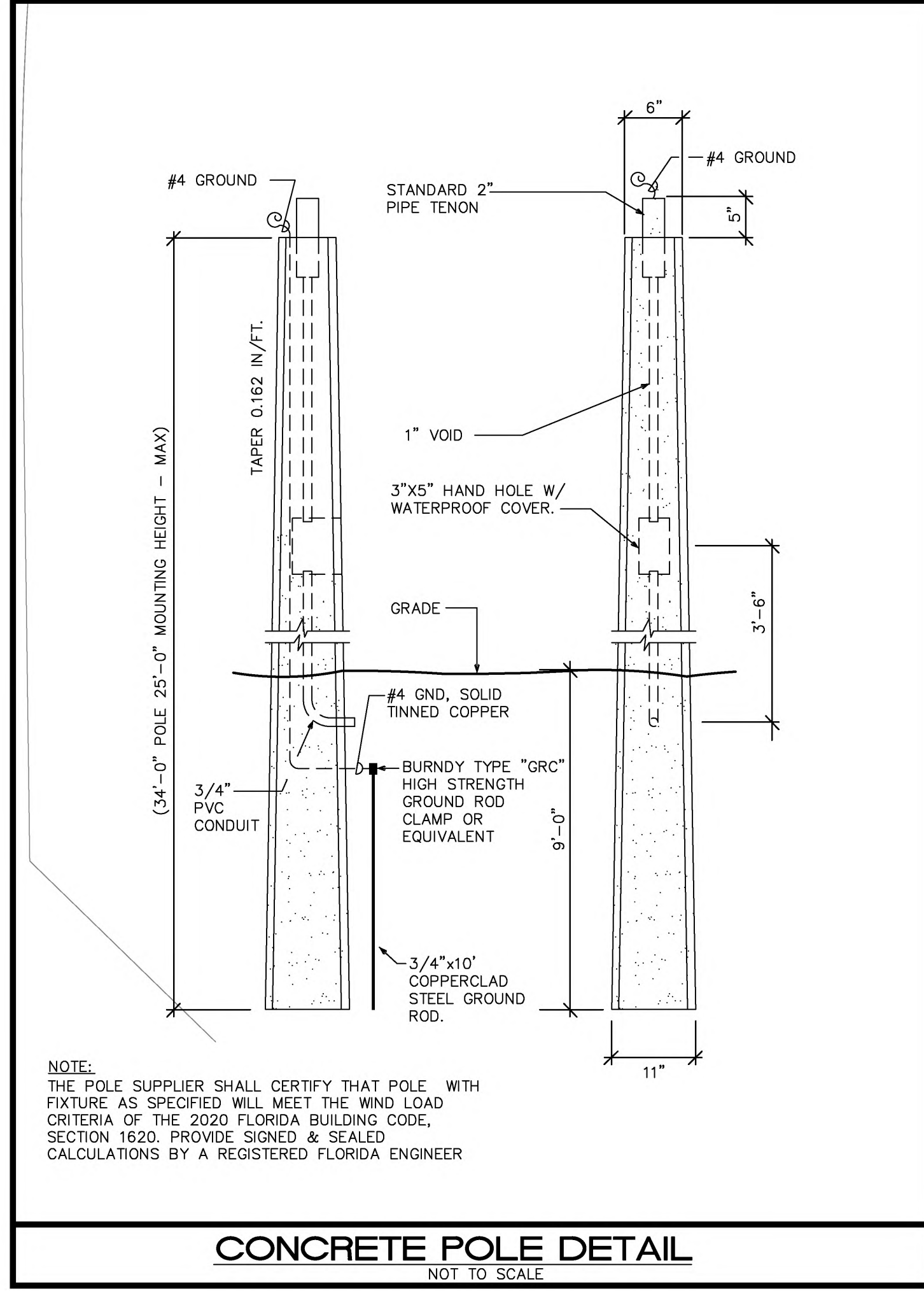
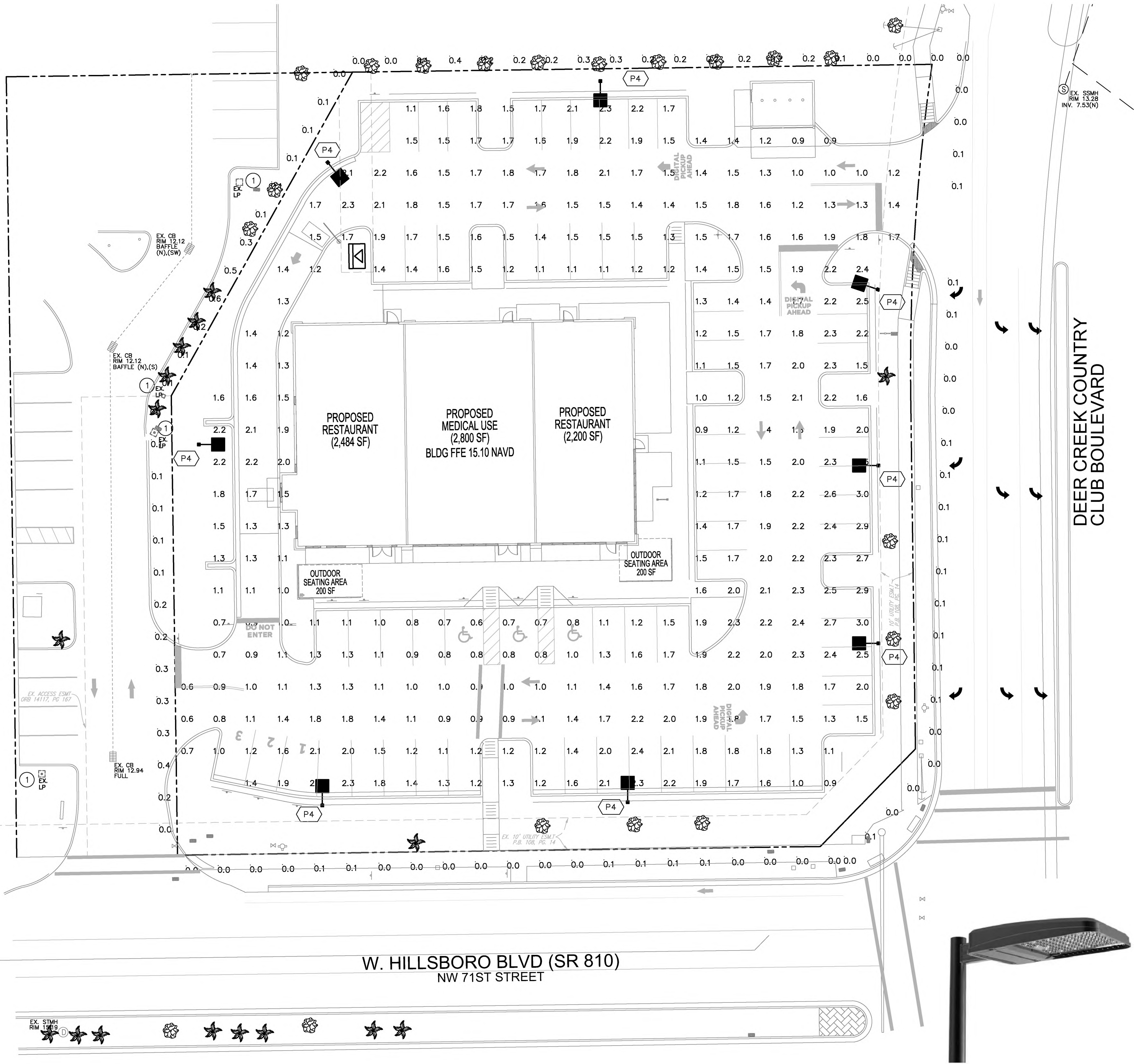
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SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION

Sunshine 811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig.

PROJECT No.:	F210106
DRAWN BY:	JV
CHECKED BY:	MAT
DATE:	05/24/22
CAD I.D.:	F210106 IRRIGATION PLAN



L-3.1



SITE PHOTOMETRIC PLAN
1"=20'-0"

Luminaire Schedule									
Symbol	Label	[MANUFAC]	Description	Qty	Arrangement	Total Lamp Lumens	LLF	Lum. Watts	Total Watts
	P4	Beacon Products	VP-L-80L-235-4K7-4-BC	7	SINGLE	N.A.	0.900	230.6	1614.2
	P4S	Beacon Products	VP-L-64L-135-5K7-4-BC	1	SINGLE	N.A.	0.900	137.6	137.6

Calculation Summary							
Label	Calc Type		Avg	Max	Min	Avg/Min	Max/Min
PROPERTY 1	Illuminance		0.29	0.8	0.0	N.A.	N.A.
PROPERTY 2	Illuminance		0.15	0.7	0.0	N.A.	N.A.
PROPERTY 3	Illuminance		0.08	0.2	0.0	N.A.	N.A.
PROPERTY 4	Illuminance		0.36	1.1	0.0	N.A.	N.A.
SITE Planar	Illuminance		2.79	4.7	1.1	2.54	4.27

- KEY NOTES
- 1

WIRE THRU LIGHTING CONTROL PANEL "LCP". SEE DETAIL ON SHEET E5.1.

date

revision

1407 West Newport Center Drive
Newport News, VA 23601
Phone 954 949 2200 Fax 954 949 2201
engineering@kammconsulting.com
Certification of Professional Engineer
8-02-22
date
signed

project title:
3311 W. HILLSBORO BLVD
DEERFIELD BEACH, FL 33442

sheet title:
SITE PHOTOMETRIC PLAN

proj. no.: 2021-0761

project manager: RAK

checked by: RAK

scale: AS NOTED

date: 12/15/2021

sheet
E1.1
project



VIPER L

LARGE VIPER LUMINAIRE

FEATURES

- Large size companion to Viper Small
- Wide choice of different LED wattage configurations
- Ten optical distributions
- Designed to replace HID lighting up to 1000W MH or HPS
- Suitable for wet locations



CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- Corrosion resistant, die-cast aluminum housing with powder coat paint finish rated for 1000 hour salt spray.

- External hardware is corrosion resistant

OPTICS

- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one-piece optical system
- One-piece silicone gasket ensures a weatherproof seal around each individual optic
- One-piece optical cartridge system consisting of an LED engine, optics, gasket and stainless steel bezel

INSTALLATION

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included

ELECTRICAL

- Luminaire accepts 100V through 277V, 347V or 480V input 50 Hz to 60 Hz (UNV)

- Power factor is ≥ 90 at full load

- Dimming drivers are standard, 0-10V dimming leads available for use with control devices (provided by others)

- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher

- Plug disconnects are certified by UL for use at 600 VAC, 15A or higher; 15A rating applies to primary (AC) side only

DATE: _____ LOCATION: _____
TYPE: _____ PROJECT: _____
CATALOG #: _____



RELATED PRODUCTS

8 Viper Small

ELECTRICAL (CONTINUED)

- Fixture electrical compartment contains all LED driver components

- Optional 7-pin ANSI C136.41-2013 Twist-Lock® photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices

- Ambient operating temperature -40°C to 25°C

- Surge protection: 20kA

- Lifeshield™ Circuit (see Electrical Data)

CONTROLS

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the motion response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration

- Available with Energize for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night

- Available with Energize for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night

- Available with Energize for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night

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KEY DATA	
Lumen Range	14,283–39,969
Wattage Range	64–395
Efficacy Range (LPW)	98–135
Reported Life (Hours)	L70>377,000
Input Current Range (Amps)	0.3–4.0

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BEA-VIPER-L-SPEC

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701 Millennium Boulevard • Greenville, SC 29607 / Tel 864.678.0000 / Website www.beaconproducts.com



VIPER L

LARGE VIPER LUMINAIRE

ORDERING GUIDE

Example: VPL-96L-280-4K7-4W-UNV-A-DBT-GENI-04-BC

CATALOG # _____

VPL Series	LED Engine	CCT/CRI¹	Distribution	Rotation	Voltage
VPL Viper Large	64L-135 135W LED array 80L-180 180W LED array 80L-235 235W LED array 96L-220 220W LED array 96L-280 280W LED array 96L-315 315W LED array 96L-395 395W LED array	3K7 3000K, 70 CRI 4K7 4000K, 70 CRI 5K7 5000K, 70 CRI	FR Type 1 Front Row 2 Type 2 3 Type 3 4 (formerly 4) Type 4 4W Type 4 Wide 5GM Type 5 GM 5GN Type 5 GN SR Type SR (adjustable) SW Type SW (round wide) TC Tennis Court CR Corner Right CL Corner Left	Blank No rotation L Optic rotation left¹ R Optic rotation right¹	UNV 120-277V 347 347V 480 480V

Mounting	Color	Network Control Options	Options
A Rectangular Arm (formerly RA) for square pole	BLT Black Matte Textured BLS Black Gloss Smooth DBT Dark Bronze Matte Textured DBS Dark Bronze Gloss Smooth GTT Graphite Matte Textured LGS Light Grey Gloss Smooth PSS Platinum Silver Smooth	NXWE NX Wireless Enabled (module + radio) NXSPW_F NX Wireless, PIR Occ. Sensor, Daylight Harvesting² NXSP_F NX Wireless, PIR Occ. Sensor, Daylight Harvesting² WIR Wireless Controls, w/SCAPE SWP SiteSync Pre-Commission w/ Sensor¹,²,³ SWPM_F SiteSync Pre-Commission w/ Sensor¹,²,³	BC Backshield (available for FR, 2, 3, 4, 4W Optics) CD Continuous Dimming F Fusing TB Terminal Block
MAF Mast Arm Fitter (formerly SF2) for 2 1/4" OD horizontal arm	WHT White Matte Textured VHS White Gloss Smooth VGT Verde Green Textured Color Option	7Pin Receptacle only (for starting cap, photo control, or wireless control provided by others) 7Pin SC 7Pin Receptacle w/Shorting Cap 7Pin TL 7Pin Receptacle w/Well Lock® photo control ENERGENT	
K Knuckle (formerly PK2) limit to 30° LH or 210° OD horizontal arm or vertical tenon	CC Custom Color	Sensors BTS_F Bluetooth Programmable, PIR Occupancy/Daylight Sensor, 360° lens¹,²,³ BTSO_F Bluetooth Programmable, PIR Occupancy/Daylight Sensor, 360° lens, up to 12" mounting height¹,²,³ SCP_F Programmable Occupancy Sensor w/ daylight control¹,²,³	
WB Wall Bracket			
AD Universal Arm for square pole			
AD3 Universal Arm with adapter for 2 1/4" x 4" round pole			
AD4 Universal Arm with adapter for 4 1/2" x 5 1/2" round pole			
AD5 Universal Arm with adapter for 5 5/8" x 5 9/8" round pole			
AD6 Universal Arm with adapter for 6 0/8" x 5 7/8" round pole			

House Side Shield Accessories

- ☐ HSS-EVP-190-FB/XXX 90° shield front or back

- ☐ HSS-EVP-190-LR/XXX 90° shield left or right

- ☐ HSS-EVP-1270-FB/XXX 270° shield front or back

- ☐ HSS-EVP-1270-LR/XXX 270° shield left or right

- ☐ HSS-EVP-1360/XXX Full shield

Replace XXX with notation for desired finish color. Refer to page 6 for shield images.

Mounting Accessories

- ☐ VPL-AD-RP43 2 1/4" x 4" Round Pole Adapter for AD arm

- ☐ VPL-AD-RP44 4 1/2" x 5 1/2" Round Pole Adapter for AD arm

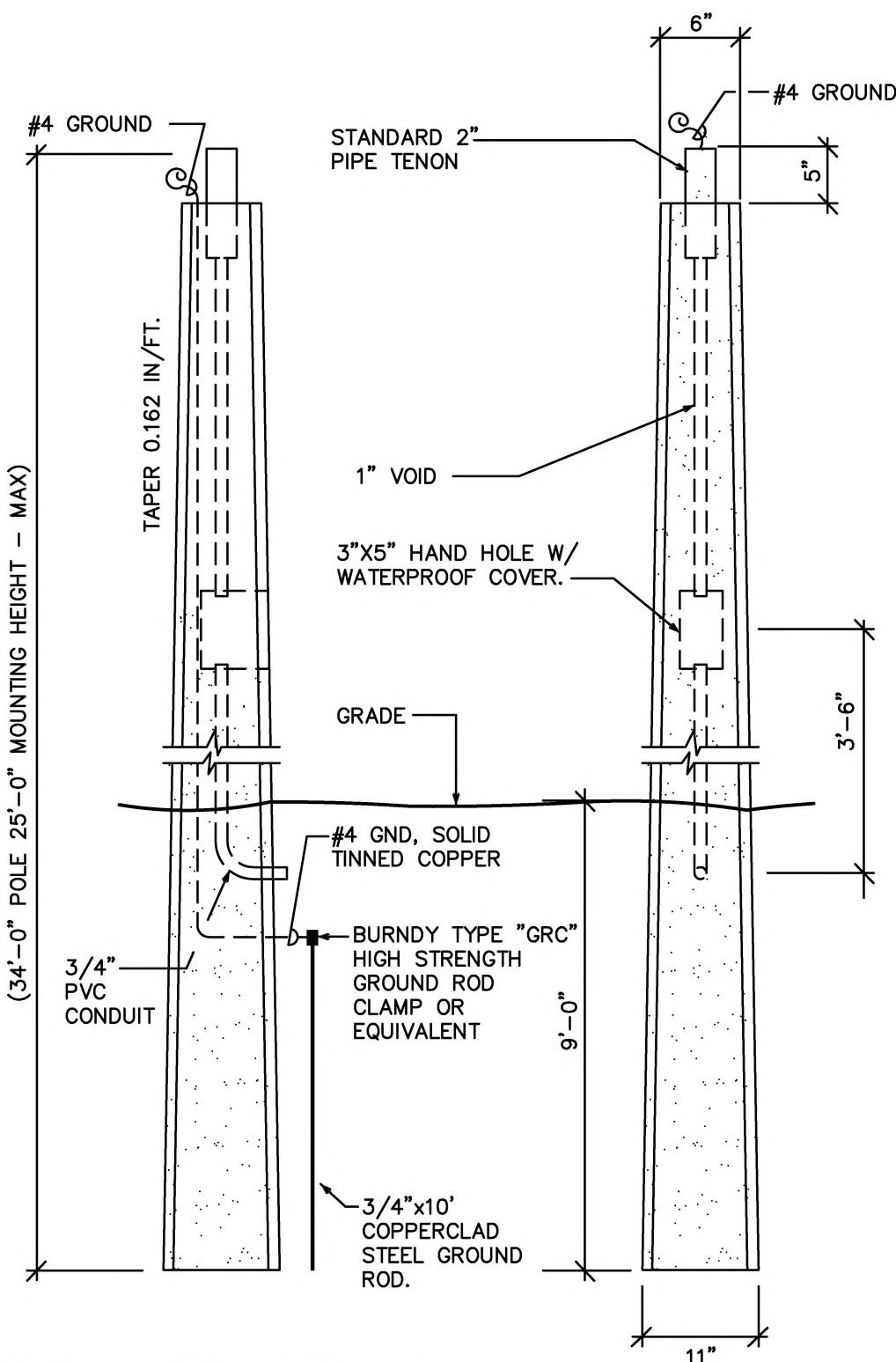
- ☐ VPL-AD-RP45 5 5/8" x 5 9/8" Round Pole Adapter for AD arm

- ☐ VPL-AD-RP46 6 0/8" x 5 7/8" Round Pole Adapter for AD arm

- Notes:
- Not available with other wireless control or sensor options
 - Specify mounting height, 8' or less, 40' or less, 40' or less, 40' or less
 - Specify routine setting code (example: GENI-04). See [ENERGENT](#) brochure and [ENERGENT](#) website for setting table and options. Not available with sensor or SiteSync options
 - Specify group and zone at time of order. See [www.hubbell.com/lighting](#) for further details. Order at least one SiteSync interface accessory (SWS25 or SWS26). Each order contains SiteSync Luminaire, GQL and Bridge Node
 - Order at least one SCP REMOTE per project location to program and control the occupancy sensor.
 - Replace "L" with "H" for up to 14" mounting height, "40P" for 15-40" mounting height
 - Replace "L" with "H" for up to 12" mounting height
 - Not available with any other control or protocol receptacle
 - Not available with 347V and 480V above 300W

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BEA-VIPER-L-SPEC

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NOTE:
THE POLE SUPPLIER SHALL CERTIFY THAT POLE WITH
FIXTURE AS SPECIFIED WILL MEET THE WIND LOAD
CRITERIA OF THE 2020 FLORIDA BUILDING CODE,
SECTION 1620. PROVIDE SIGNED & SEALED
CALCULATIONS BY A REGISTERED FLORIDA ENGINEER

CONCRETE POLE DETAIL

NOT TO SCALE

3311 W. HILLSBORO BLVD
DEERFIELD BEACH, FL 33442

SALTZ MICHELSON ARCHITECTS

3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
sma@saltzmichelson.com

AA-0002897

Charles Michelson AR0009976

Project No.:

-

Drawn By:

YC

Checked By:

MA

Date:

-

REVISIONS

ISSUED FOR PERMIT	-
ISSUED FOR CONSTRUCTION	-
KAMM CONSULTING PROJECT #:	2021-0761
PROJECT MANAGER:	JOHN CHIRGWIN
1407 West Newport Center Drive Deerfield Beach, Florida 33442 Phone 954.949.2200 Fax 954.949.2201 engineering@kammconsulting.com Certification of Authorization #8189	03.15.2022 date signed

SITE LIGHTING
DETAILS

E1.1A



VIPER L

LARGE VIPER LUMINAIRE

FEATURES

- Large size companion to Viper Small
- Wide choice of different LED wattage configurations
- Ten optical distributions
- Designed to replace HID lighting up to 1000W MH or HPS
- Suitable for wet locations



See Certification Specifications

CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- Corrosion resistant, die-cast aluminum housing with powder coat paint finish rated for 1000 hour salt spray.
- External hardware is corrosion resistant

OPTICS

- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one-piece optical system
- One-piece silicone gasket ensures a weatherproof seal around each individual optic
- One-piece optical cartridge system consisting of an LED engine, optics, gasket and stainless steel bezel

INSTALLATION

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included

ELECTRICAL

- Luminaire accepts 100V through 277V, 347V or 480V input 50 Hz to 60 Hz (UNV)
- Power factor is $\geq .90$ at full load
- Dimming drivers are standard, 0-10V dimming leads available for use with control devices (provided by others)
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher
- Plug disconnects are certified by UL for use at 600 VAC, 15A or higher. 15A rating applies to primary (AC) side only

ELECTRICAL (CONTINUED)

- Fixture electrical compartment contains all LED driver components
- Optional 7-pin ANSI C136.41-2013 Twist-Lock® photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices
- Ambient operating temperature -40°C to 25°C
- Surge protection: 20kA
- Lifespan: Circuit (see Electrical Data)

CONTROLS

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the motion response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration

- Available with Energent for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night

CONTROLS (CONTINUED)

- In addition, Viper can be specified with SiteSync™ wireless control system for reduction in energy and maintenance costs while optimizing light quality 24/7

KEY DATA	
Lumen Range	14,283–39,969
Wattage Range	64–395
Efficacy Range (LPW)	98–135
Reported Life (Hours)	L70-377,000
Input Current Range (Amps)	0.3–4.0

OPTICS
STRIKE

RELATED PRODUCTS

Viper Small



VIPER L

LARGE VIPER LUMINAIRE

ORDERING GUIDE

Example: VPL-96L-280-4K7-4W-UNV-A-DBT-GENI-04-BC

Catalog #					
Series	LED Engine	CCT/CRI ¹	Distribution	Rotation	Voltage
VPL Viper Large	64L-135 135W LED array 80L-180 180W LED array 80L-235 235W LED array 96L-220 220W LED array 96L-280 280W LED array 96L-315 315W LED array 96L-395 395W LED array	3K7 3000K, 70 CRI 4K7 4000K, 70 CRI 5K7 5000K, 70 CRI	FR Type 1 Front Row 2 Type 2 3 Type 3 4F (formerly 4) Type 4 4W Type 4 Wide SGM Type SGM SGN Type SGN SR Type SR (rectangular) SW Type SW (round wide) TC Tennis Court CR Corner Right CL Corner Left	Blank No rotation L Optic rotation left ¹ R Optic rotation right ¹	UNV 120-277V 347 347V 480 480V

Mounting	Color	Network Control Options	Options
A Rectangular Arm (formerly RA) for square pole A3 Arm for round pole 2.4"-4.2" OD A4 Arm for round pole 4.8"-5.2" OD A5 Arm for round pole 5.5"-6.5" OD MAF Mast Arm Filter (formerly SF2) for 2 1/4" OD horizontal arm K Knuckle (formerly PK2) limit to 30° tilt or 2 1/4" OD horizontal arm or vertical tenon WB Wall Bracket AD Universal Arm for square pole AD3 Universal Arm with adapter for 2.4"-4.7" round pole AD4 Universal Arm with adapter for 4.2"-5.3" round pole AD5 Universal Arm with adapter for 5.5"-5.9" round pole AD6 Universal Arm with adapter for 6.0"-6.5" round pole	BLT Black Matte Textured BL5 Black Gloss Smooth DBT Dark Bronze Matte Textured DBS Dark Bronze Gloss Smooth GTT Graphite Matte Textured LGS Light Grey Gloss Smooth PSS Platinum Silver Smooth VHT White Matte Textured VHS White Gloss Smooth VGT Verde Green Textured Color Option CC Custom Color	NXWE NX Wireless Enabled (module + radio) NXSPW_F NX Wireless, PIR Occ. Sensor, Daylight Harvesting ² NXSPF NX NX PIR Occ. Sensor, Daylight Harvesting ² WIR Wireless Controls, wiSCAPE SWP SiteSync Pre-Commission ^{1,4} SWPM_F SiteSync Pre-Commission w/ Sensor ^{1,4,5} Control Options 7-pin Receptacle only (spotting cap, photo control, or wireless control provided by others) 7-pin Receptacle w/ Spotting Cap 7-pin Receptacle w/ Field Lock ⁶ photo control ENERGENT ⁷ Sensors BTS_F Bluetooth Programmable, PIR Occupancy/Daylight Sensor, 360° lens ^{8,9} BTSQ_F Bluetooth Programmable, PIR Occupancy/Daylight Sensor, 360° lens, up to 12' mounting height ^{8,9} SCP_F Programmable Occupancy Sensor w/ daylight control ^{1,4}	BC Backshield (available for FR, 2, 3, 4, 4W Optics) CD Continuous Dimming F Fusing TB Terminal Block

House Side Shield Accessories

- ☐ HSS-EVP-L-90-FB/XXX 90° shield front or back
- ☐ HSS-EVP-L-90-LR/XXX 90° shield left or right
- ☐ HSS-EVP-L-270-FB/XXX 270° shield front or back
- ☐ HSS-EVP-L-270-LR/XXX 270° shield left or right
- ☐ HSS-EVP-L-360/XXX Full shield

Replace XXX with notation for desired finish color. Refer to page 6 for shield images.

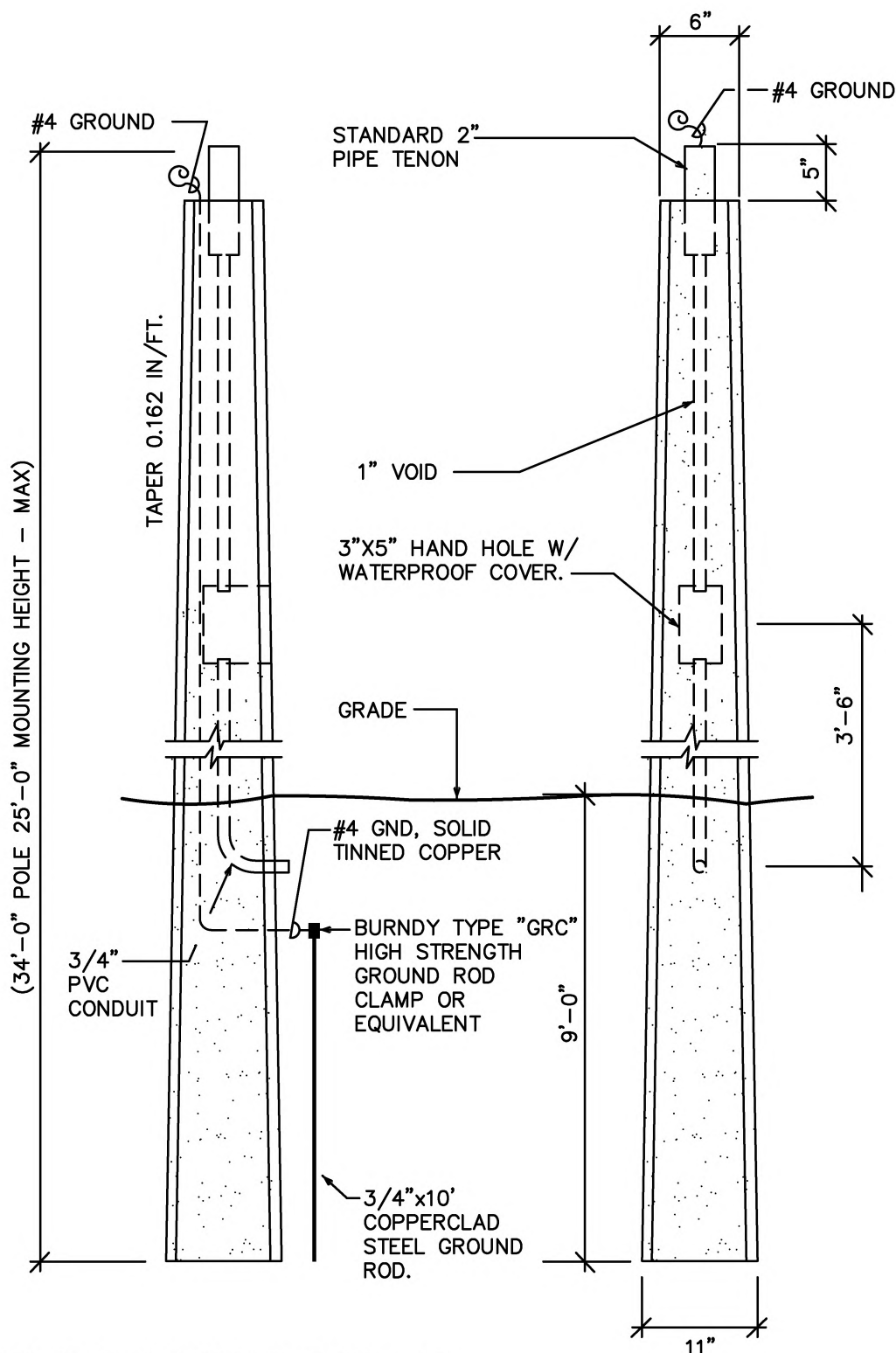
Mounting Accessories

- ☐ VPL-AD-RPA3 2.4"-4.7" Round Pole Adapter for AD arm
- ☐ VPL-AD-RPA4 4.2"-5.3" Round Pole Adapter for AD arm
- ☐ VPL-AD-RPA5 5.5"-5.9" Round Pole Adapter for AD arm
- ☐ VPL-AD-RPA6 6.0"-6.5" Round Pole Adapter for AD arm

- Not available with other wireless control or sensor options
- Specify mounting height: 8' or less, 40' or less, 40' to 14' to 40'
- Specify desired setting code (example: GENI-04). See ENERGEN⁷ and (BTSQ-F) for setting table and options. Not available with sensor or SiteSync options
- Specify group and time of night. See (BTSQ-F) and (SCP-F) for further details. Order at least one SiteSync interface accessory SWUSB or SWTAB. Each option contains SiteSync License, G4, and Bridge Node
- Only available with FR, 2, 3, 4, 4W and SR distributions
- Order at least one SCP REMOTE per project location to program and control the occupancy sensor
- Replace "F" with "M" for up to 14' mounting height, "MOP" for 15-40' mounting height
- Replace "F" with "M" for up to 12' mounting height
- Not available with any other control or photocell receptacle
- Not available with 347V and 480V above 300W

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BEA-VIPER-L-SPEC

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701 Millennium Boulevard • Greenville, SC 29607 / Tel 864.678.1000 / Website www.beaconproducts.com



NOTE:
THE POLE SUPPLIER SHALL CERTIFY THAT POLE WITH
FIXTURE AS SPECIFIED WILL MEET THE WIND LOAD
CRITERIA OF THE 2020 FLORIDA BUILDING CODE,
SECTION 1620. PROVIDE SIGNED & SEALED
CALCULATIONS BY A REGISTERED FLORIDA ENGINEER

CONCRETE POLE DETAIL

NOT TO SCALE

3311 W. HILLSBORO BLVD

DEERFIELD BEACH, FL 33442

SALTZ MICHELSON ARCHITECTS

3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx: (954) 266-2701
sma@saltzmichelson.com

AA-0002897

Charles Michelson AR0009976

Project No.:

-

Drawn By:

YC

Checked By:

MA

Date:

-

REVISIONS

P4

*COLOR TO BE SELECTED BY ARCHITECT

ISSUED FOR PERMIT	-
ISSUED FOR CONSTRUCTION	-
KAMM CONSULTING PROJECT #:	2021-0761
PROJECT MANAGER:	JOHN CHIRGWIN
1407 West Newport Center Drive Deerfield Beach, Florida 33442 Phone 954.949.2200 Fax 954.949.2201 engineering@kammconsulting.com Certification of Authorization #8189	03.15.2022 date signed

SITE LIGHTING
DETAILS

E1.1A

Mohan Gopalakrishna, P.E., PTOE
Senior Traffic / Transportation Manager
Carnahan Proctor & Cross
814 S. Military Trail, Deerfield Beach, FL 33442

Re: 3311 W. Hillsboro Blvd (Deerfield Beach) – Traffic Statement
Property ID 4842-03-04-0010
Application 21-B1-209

JFO Group Inc. has been retained to prepare a Traffic Methodology to determine compliance with Sec. 98-17.2 of the City of Deerfield Beach Land Development Code requirements. This traffic statement is associated with the proposed redevelopment at 3311 W. Hillsboro Boulevard in the City of Deerfield Beach, Florida. Broward County Property Appraiser Parcel ID associated with this project is 4842-03-04-0010. The project consists of replacing a 7,887 SF Drive-In Bank with a 7,484 SF building consisting of a 2,484 SF Chipotle with pick-up window, a 2,800 SF medical office and a 2,200 SF Panda Express restaurant. Exhibit 1 includes a copy of the proposed site plan.

According to the 11th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual, a Fast Casual Restaurant is described as a sit-down restaurant with no (or very limited) wait staff or table service. A customer typically orders off a menu board, pays for food before the food is prepared, and seats themselves. The menu generally contains higher-quality, made-to-order food items with fewer frozen or processed ingredients than at a fast-food restaurant. Most patrons eat their meal within the restaurant, but a significant proportion of the restaurant sales can be carry-out orders. A fast casual restaurant typically serves lunch and dinner; some serve breakfast. A typical duration of stay for an eat-in customer is 40 minutes or less. Both Chipotle and Panda Express meet the definition of Fast Casual Restaurant included in the latest ITE Trip Generation Manual.

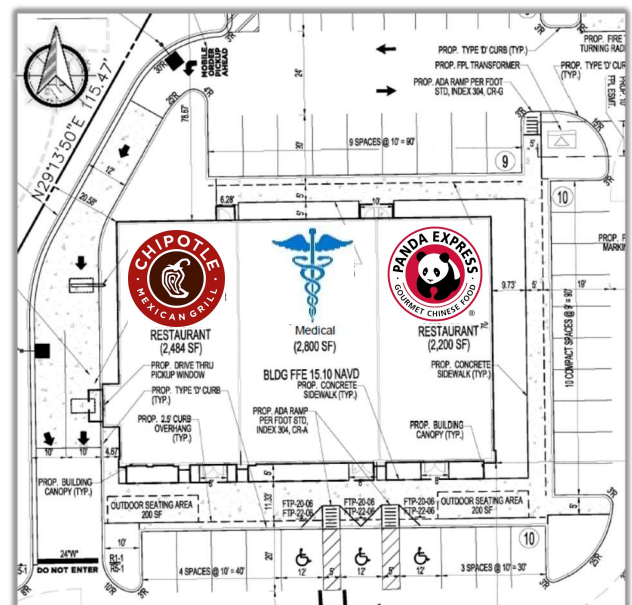


Figure 1 : 3311 W. Hillsboro Blvd - Tenants

As discussed during the traffic methodology meeting on February 7, 2022, the Chipotle restaurant is proposing a pick-up window which will operate similar to a regular curbside pickup. Chipotle customers will pre-order their meal via the Chipotle App and then will be able to pick up their order through the pick-up window. Menu boards will not be available on the pick-up lane. Orders will not be taken on the pick-up lane. As discussed during the methodology meeting, there is no ITE Trip Generation Rate for Fast Casual Restaurants with Pick-Up Windows.

It was discussed during the methodology meeting that maybe once a pick-up lane is added to the Chipotle the restaurant, it may generate as much traffic as a Fast-Food Restaurant with Drive-Through Window. According to ITE, a Fast-Food Restaurant with Drive-Through Window is characterized by a large drive-through and large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes. Chipotle will not be open for breakfast and/or for 24 hours a day. It will provide made-to-order food items with fewer frozen or processed ingredients than at a fast-food restaurant.

The applicant contacted Chipotle's corporate office to request data for Chipotle restaurants with and without a Chipotlane. The information was not made available to the applicant. Consequently, in order to quantify the potential traffic increase due to adding a Pick-Up Window to a Fast Casual Restaurant, trip generation rates for Fast-Food Restaurants and Coffee/Donut Shops were compared for locations with and without a Drive-Through Windows. Exhibit 2 includes ITE Trip Generation Rates for Fast-Food Restaurants and Coffee/Donut Shops.

Table 1: Trip Generation With and Without Drive-Through Window

		Drive-Through Window		Impact
		Without	With	
Fast-Food Restaurant		450.49	467.48	+3.8%
Coffee/Donut Shop ¹	AM	93.08	85.88	-7.7%
	PM	32.29	38.99	20.7%
Average				5.6%

As shown in Table 1, the increase in traffic to Fast-Food Restaurants due to a Drive-Through Window is 3.8% while having a drive-through window on Coffee/Donut Shops does not increase traffic in the AM while it increases the traffic in the PM by 20.7%. Consequently, as part of a conservative analysis, in order to account for the Pick-Up Window, trip generation rate for Fast Casual Restaurant (Chipotle) was increased by 10%.

Project trip generation rates used for this analysis were based on the 11th Edition of the *ITE Trip Generation Manual*. Table 2 shows the rates used in order to determine daily and peak hour trip generation for the proposed development. Exhibit 2 includes ITE trip generation excerpts from the *ITE Trip Generation Manual*. Table 3 summarizes daily and peak hour trips potentially generated by the proposed development.

According to Table 3, the daily trips potentially generated due to the proposed redevelopment at 3311 W. Hillsboro Boulevard are 369 trips. Similarly, assuming the peak-hour of the generator happens at the exact same time for all tenants, there will be 65 net trips during the busiest hour of the day and 46 during the PM Peak-Hour of the adjacent street.

¹ Daily traffic data not available. AM & PM Peak Hour data were used in this analysis.

Table 2: Trip Generation Rates

Land Use	ITE Code	Pass-By	Daily Traffic	Peak-Hour of Generator	Peak Hour Adjacent Street
Fast Casual Restaurant	930	44.00%	97.14 ²	18.57	12.55
Medical Office	720	0.00%	36.00 ³	4.79	3.93
Fast Casual Restaurant W/ DTW ⁴	JFO	44.00%	106.85	20.43	13.81

Table 3: Trip Generation

Land Use	Intensity	Daily Traffic	Peak Hour Traffic	
			Generator	Adj. Street
Fast Casual Restaurant	2,200 SF	214	41	28
Medical Office	2,800 SF	101	13	11
Fast Casual Restaurant W/ Drive-Through Window	2,484 SF	265	51	34
Σ		580	105	73
Pass-By				
Fast Casual Restaurant	44.00%	94	18	12
Fast Casual Restaurant W/ Drive-Through Window	44.00% ⁵	117	22	15
Σ		211	40	27
Daily Proposed Traffic		369	65	46

In addition, as discussed during the traffic methodology meeting on February 7, 2022, the City requested a parking demand analysis using the 5th Edition of the ITE Parking Generation Manual. Following the same logic as the trip generation, Table 4 includes parking demand for Fast-Food Restaurants and Coffee/Donut Shops with and without Drive-Through Windows.

Table 4: Parking Generation With and Without Drive-Through Window

	Drive-Through Window - Spaces per 1,000 square feet GFA -	
	Without	With
Fast-Food Restaurant	16.0	15.0
Coffee/Donut Shop	7.1	8.8

As shown in Table 4, Fast-Food Restaurants with Drive-Through Windows need less parking than Fast-Food Restaurants without Drive-Through Windows. On the other hand, Coffee/Donut Shops with Drive-Through Windows need more parking than Coffee/Donut Shops without Drive-Through Windows where Fast Food Restaurants need more parking than Coffee/Donut Shops. Consequently, as part of a conservative analysis, in order to account for the Pick-Up Window, parking demand rate for Fast Casual Restaurant (Chipotle) was increased by 10%. Table 5 includes the parking generation rates used in this analysis while Table 6 include the parking demand for the proposed project based on the latest ITE Parking Generation manual.

² Fitted Curve Equation not available.

³ Fitted Curve Equation: $T = 42.97(X) - 108.01$ ($R^2 = 0.92$). As part of a conservative analysis, average rate was used.

⁴ 1.10×97.14 (Daily). 1.10×18.57 (Peak Hour Generator). 1.10×12.55 (Peak Hour Adjacent Street).

⁵ As part of a conservative analysis, the same pass-by rate for Fast Casual without drive-thru was assumed. Pass-By for Fast-Food Restaurant with Drive-Through Window in the PM is 55%.

Table 5: Parking Generation Rates – ITE 5th Edition

Land Use	ITE Code	Parking Demand
Fast Casual Restaurant	930	11.00
Medical Office	720	4.30
Fast Casual Restaurant W/ Drive-Through Window	JFO	12.10 ⁶

Table 6: Parking Demand at 3311 W. Hillsboro Blvd

Land Use	Intensity	Daily Traffic
Fast Casual Restaurant	2,200 SF	24
Medical Office	2,800 SF	12
Fast Casual Restaurant W/ Drive-Through Window	2,484 SF	30
Parking Demand (Number of Parking Spaces)		66

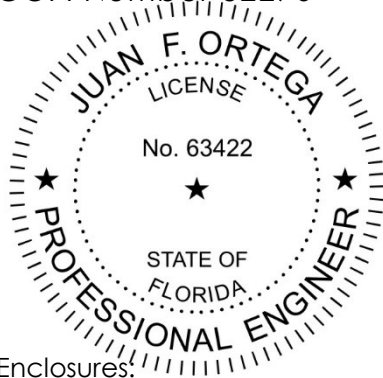
As shown in Table 6, according to the latest edition of the ITE Parking Generation Manual, 66 parking spaces will be needed while according to the *City of Deerfield Beach Land Development Code* 59 parking spaces would be required. The proposed site plan includes 66 parking spaces.

The proposed development at 3311 W. Hillsboro Boulevard has been evaluated following Sec. 98-17.2 of the *City of Deerfield Beach Land Development Code* requirements and according to the Traffic Methodology meeting with City staff on February 7, 2022. As shown in this analysis, the proposed development will generate less than 500 daily trips. Therefore, the 3311 W. Hillsboro Boulevard development is in compliance with Sec. 98-17.2 of the *City of Deerfield Beach Land Development Code*.

Sincerely,

JFO GROUP INC

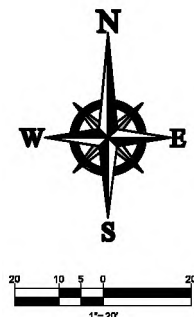
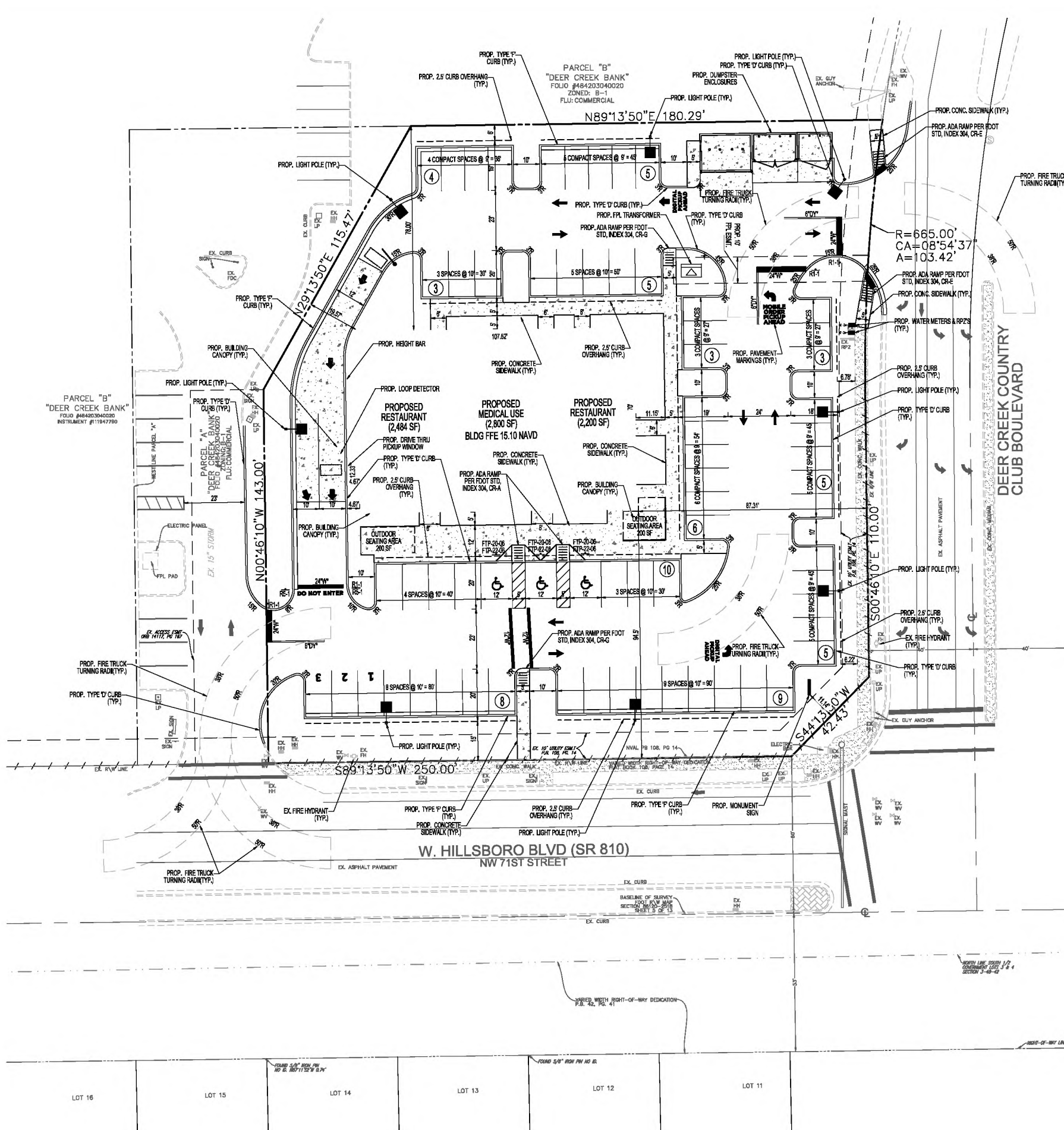
COA Number 32276



Enclosures:

- Exhibit 1: Proposed Site Plan
- Exhibit 2: Trip Generation Rates – ITE Trip Generation Manual, 11th Edition
- Exhibit 3: Parking Generation Rates – ITE Parking Generation Manual, 5th Edition
- Exhibit 4: Trip Generation - Retail
- Exhibit 5: 02/07/2022 Methodology Notes

⁶ 1,10*11.00



SITE DATA

NAME OF PROJECT:	3311 W. HILLSBORO BLVD
PROPOSED USE:	RESTAURANT/RETAIL
FUTURE LAND USE CLASSIFICATION:	COMMERCIAL
EXISTING ZONING DISTRICT:	B-1 (BUSINESS, COMMUNITY)
SECTION, TOWNSHIP, RANGE:	3/48S/42E
FOLIO NUMBER:	4842-03-04-0010
FEMA FLOOD ZONE:	X & AH (EL 14) PER FIRM PANEL 12011C0159H, DATED 8/18/14
SITE AREA:	1.212 AC (52,828 SF)
PROPOSED FLOOR AREA:	0.172 AC (7,484 SF)
	REQUIREDEXISTINGPROPOSED
MIN. LOT AREA (SF):	5,00052,82852,828
MIN. LOT WIDTH (FEET):	50280280
BLDG. SETBACKS (FEET):	
FRONT (SOUTH):	10'44.1'94.50'
CORNER (EAST):	10'117.6'87.31'
SIDE (WEST):	0'21.3'19.57'
REAR (NORTH):	5'65.1'78.00'
MIN. FLOOR AREA (SF):	1,0007,8877,484
MAX. FLOOR AREA RATIO	1.000.150.14
MAX. LOT COVERAGE (%)	5010.314.2
MIN. LANDSCAPE AREA (%)	1518.922.3
MAX. HEIGHT:	45'—25'-4"

SITE AREA BREAKDOWN

IMPERVIOUS	EXISTING			PROPOSED			DIFFERENCE	
	SF.	AC.	%	SF.	AC.	%	SF.	AC.
BUILDINGS (FOOTPRINT)	5,450	0.125	10.3%	7,484	0.172	14.2%	2,024	0.05
PAVEMENT	32,109	0.737	60.8%	28,254	0.648	53.5%	-3,855	-0.09
SIDEWALKS/RAMPS	4,727	0.109	8.9%	5,311	0.122	10.1%	584	0.01
TOTAL IMPERVIOUS	42,296	0.971	80.1%	41,049	0.942	77.7%	-1,247	-0.03

PERVIOUS AREA

GREEN SPACE	10,532	0.242	19.9%	11,779	0.270	22.3%	1,247	0.03
TOTAL SITE AREA	52,828	1.213	100.0%	52,828	1.213	100.0%	0	0.00

PARKING ANALYSIS:

REQUIRED:

USE	BLDG AREA	RATE	SPACES
RESTAURANT			
CSA	1,447 SF	1 SP/50 SF	28.9
NON-CSA	3,197 SF	1 SP/400 SF	8.0
PATIO	390 SF	1 SP/50 SF	7.8
ADA COMPLIANT	50 SF	—	0.0
RETAIL	2,800 SF	1 SP/200 SF	14.0
TOTAL	7,884 SF		58.7 = 59

PROVIDED:

REGULAR	63 SPACES
HANDICAP	3 SPACES
TOTAL:	66 SPACES

LOADING:

REQUIRED:	
LESS THAN 10,000 SF	0 BERTHS

PROVIDED:	
	0 BERTHS

LEGEND

R1-1	STOP SIGN (30" x 30")
R5-1	DO NOT ENTER (30" x 30")
DY	DOUBLE YELLOW
W	WHITE
T	THERMOPLASTIC
⑤	PROPOSED PARKING COUNT



REVISIONS:			
REV.	DATE	COMMENT	BY

Sunshine 811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

DRC SUBMITTAL

PROJECT No.:	P210106
DRAWN BY:	JV
CHECKED BY:	MAT
DATE:	3/07/22
CAD I.D.:	P210106 SITE PLAN

PROJECT:
**3311 W. HILLSBORO BLVD
DEERFIELD BEACH, FL
33442**
FOR
**MOUHALIS CAPITOL
MANAGEMENT**



6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL A. TROXELL

PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 50572

March 5, 2022
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-4.0

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Fast-Food Restaurant without Drive-Through Window (933)

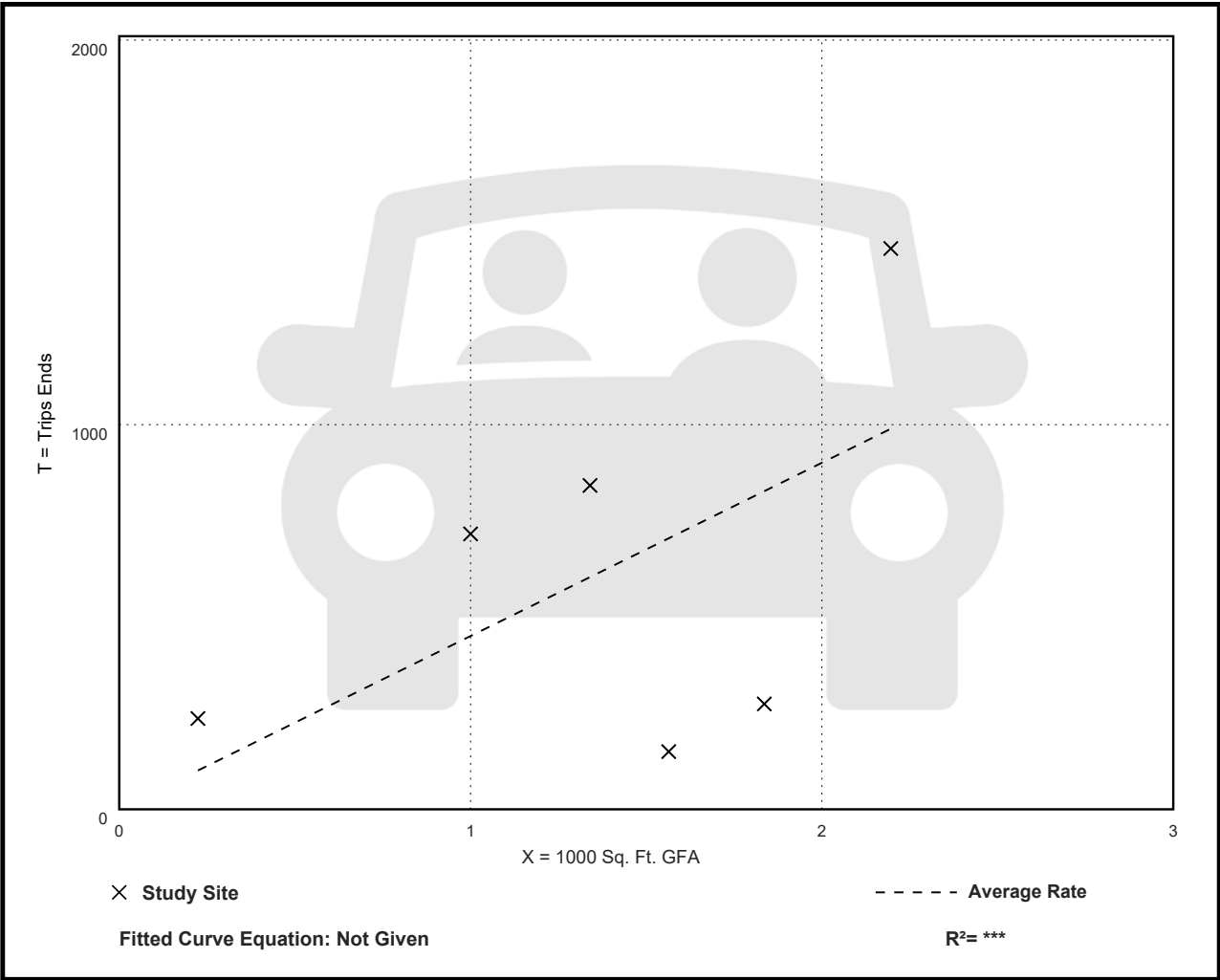
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 1
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
450.49	95.91 - 1053.57	310.99

Data Plot and Equation



Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 71

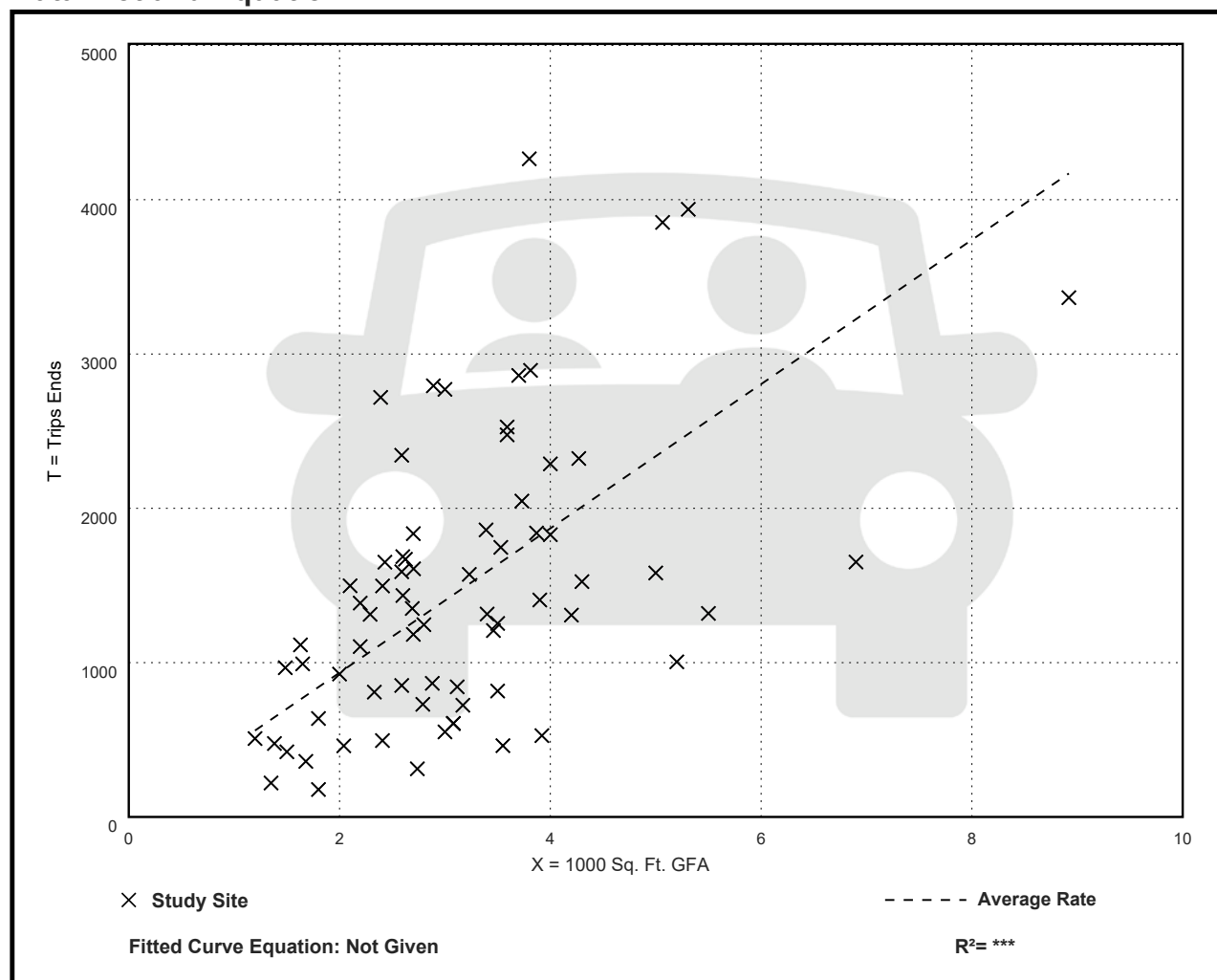
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
467.48	98.89 - 1137.66	238.62

Data Plot and Equation



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

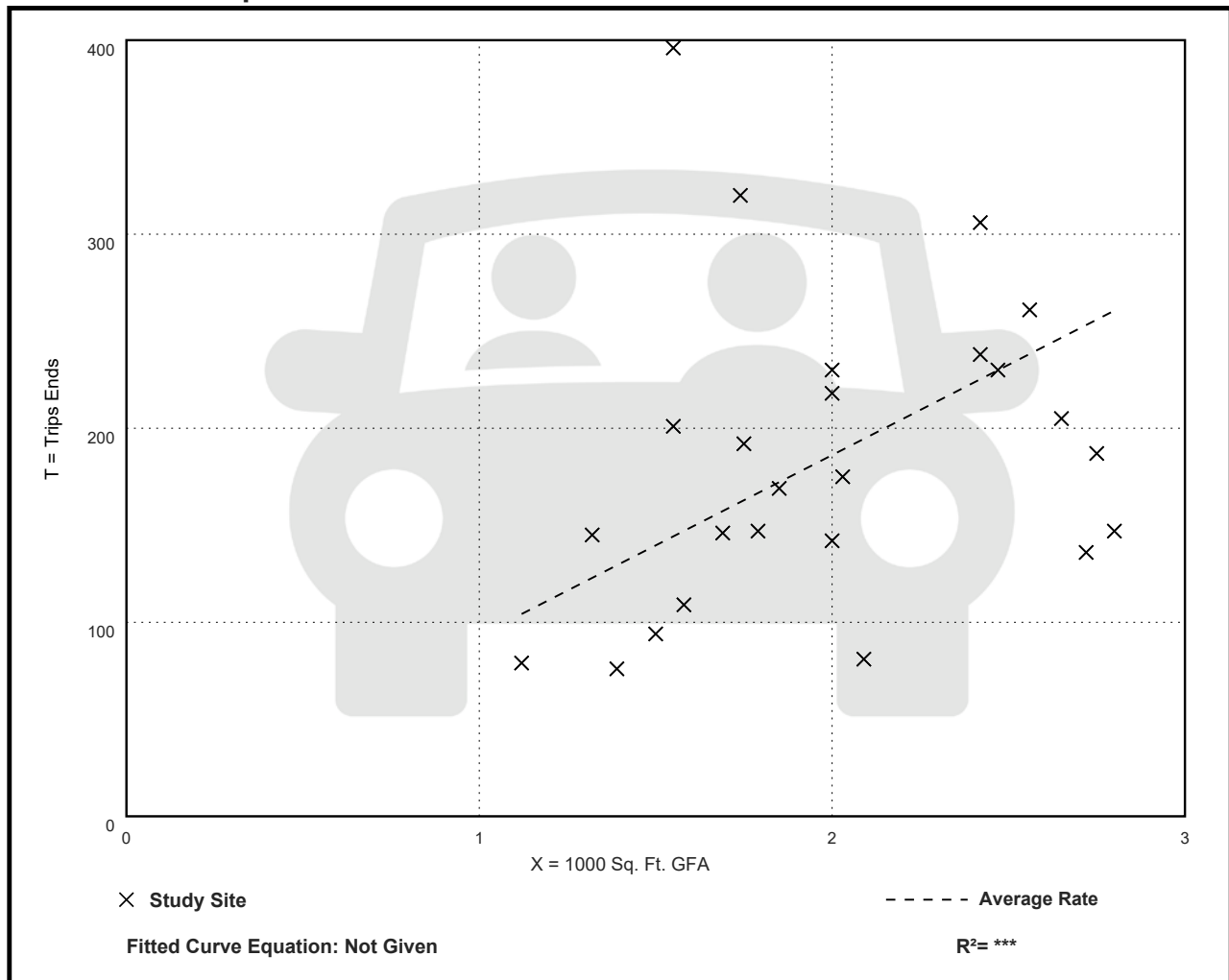
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
93.08	38.76 - 255.48	42.71

Data Plot and Equation



Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 78

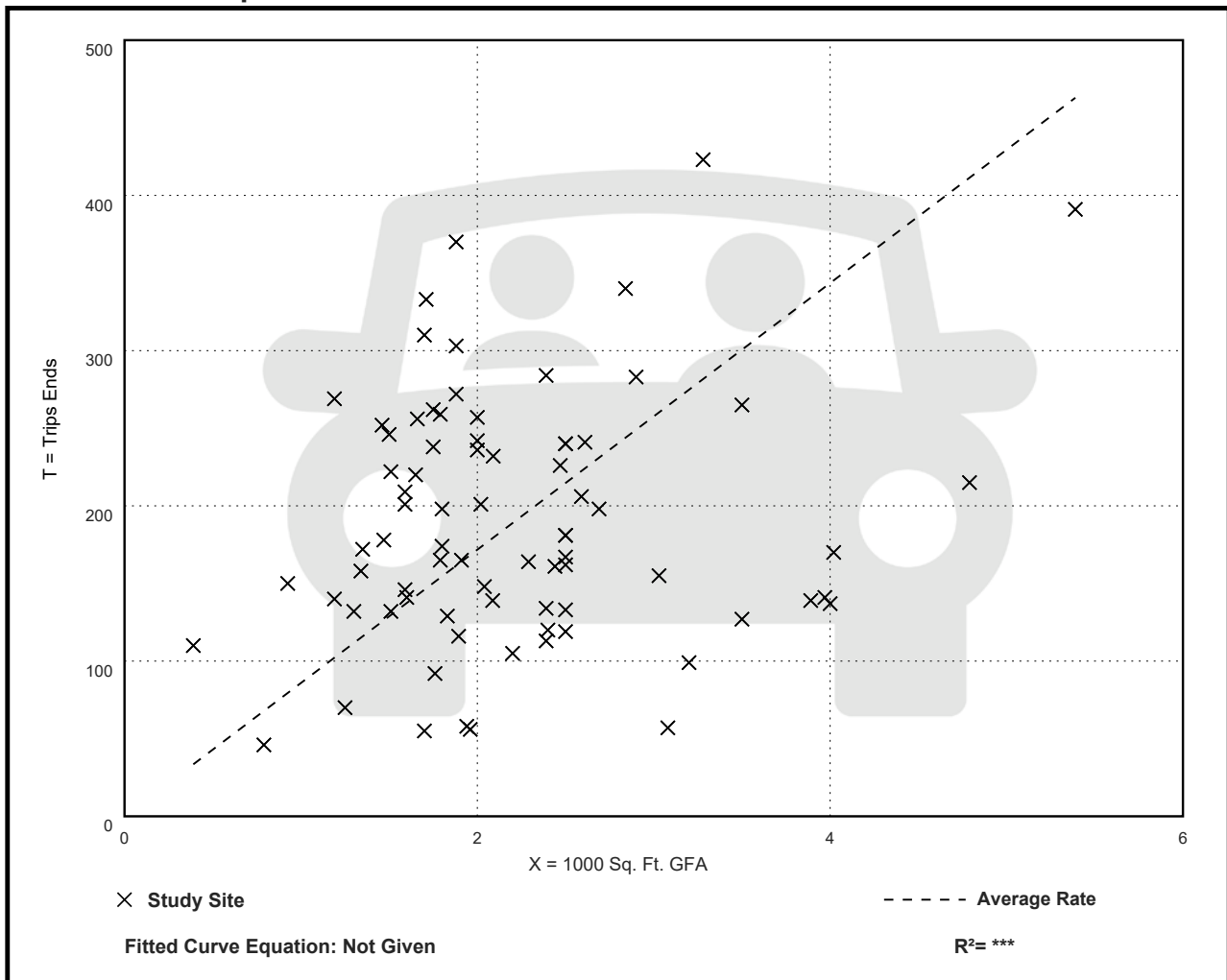
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
85.88	18.51 - 282.05	44.92

Data Plot and Equation



Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 16

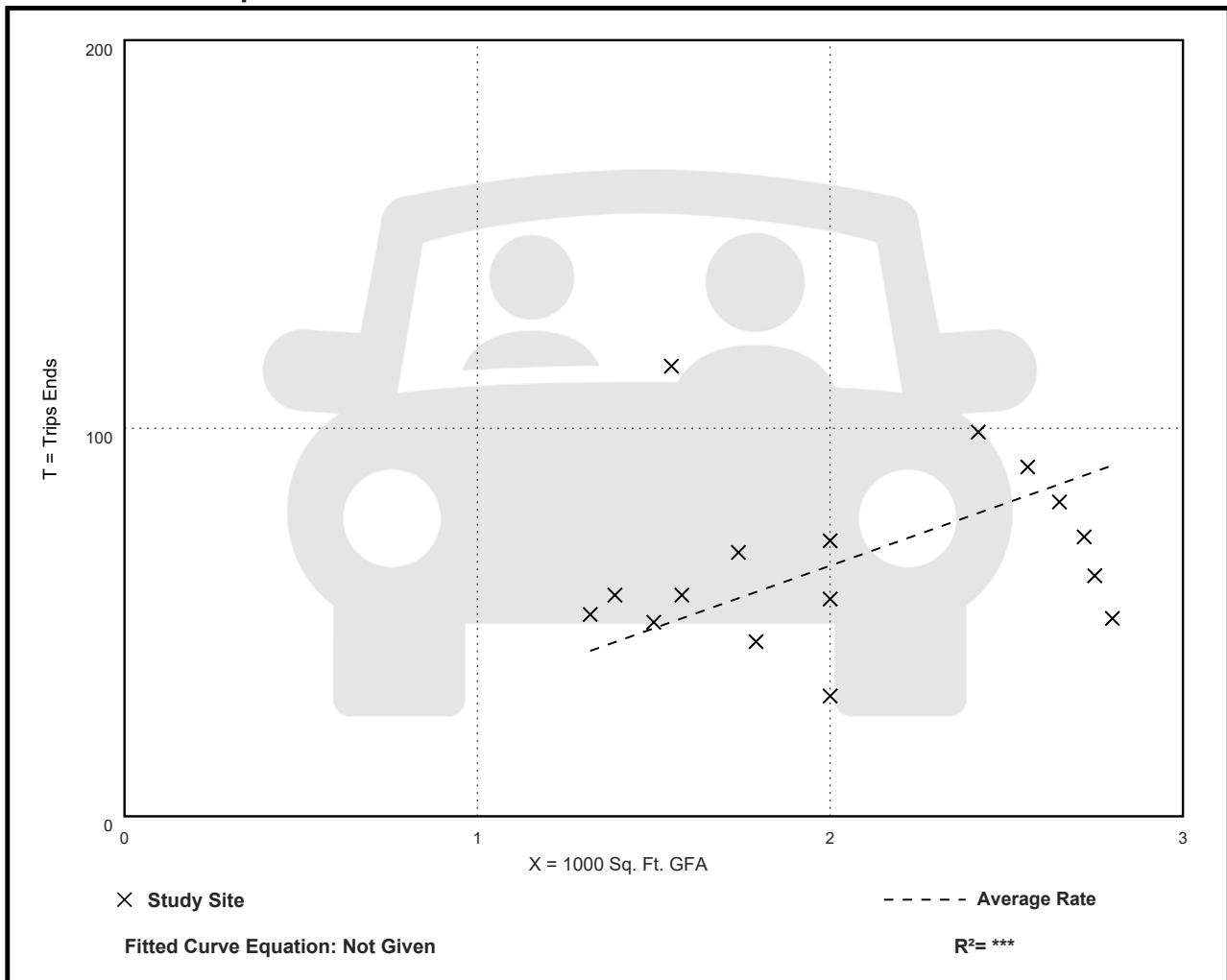
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.29	15.50 - 74.84	12.64

Data Plot and Equation



Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 36

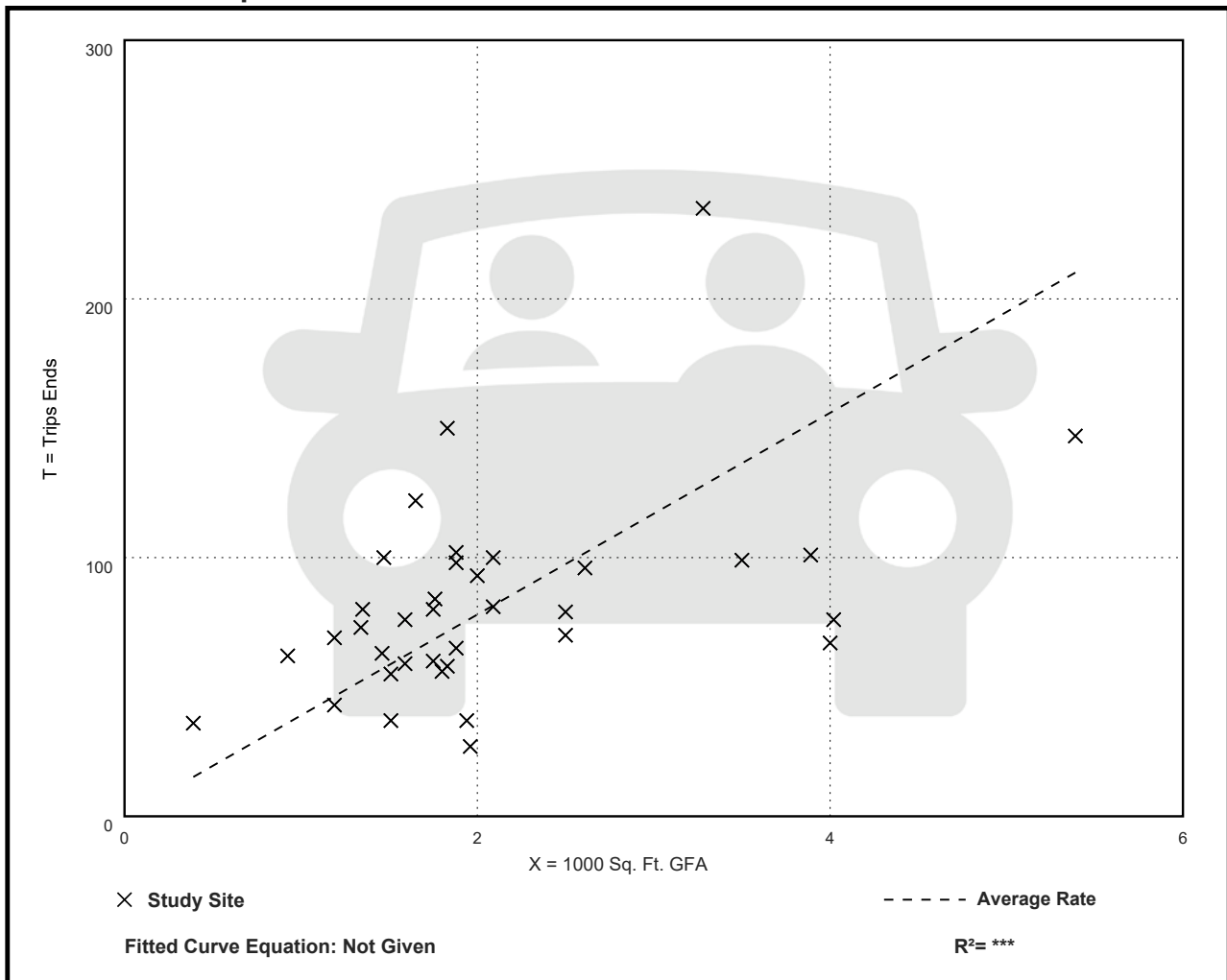
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
38.99	13.78 - 92.31	17.79

Data Plot and Equation



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 1

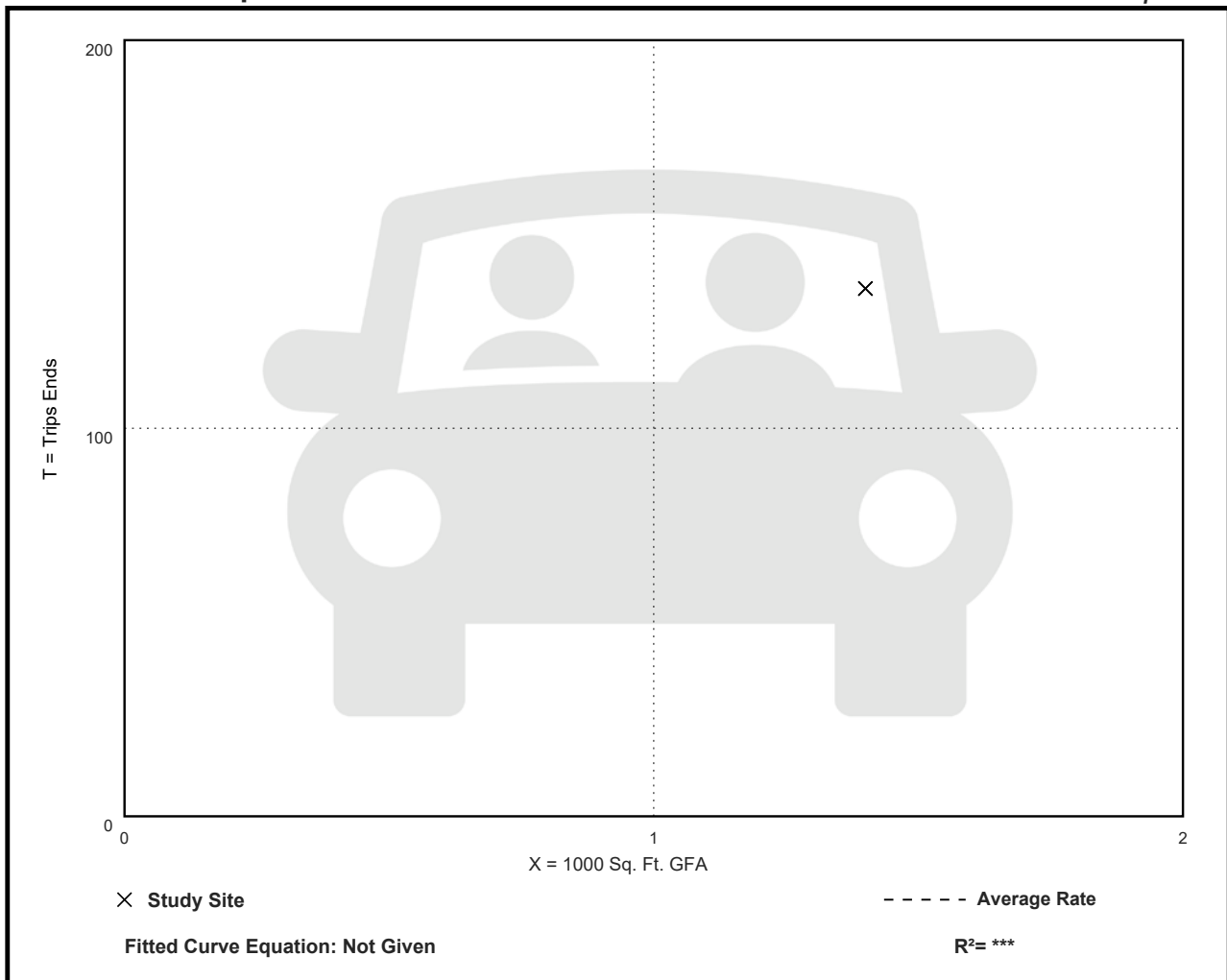
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
97.14	97.14 - 97.14	***

Data Plot and Equation

Caution – Small Sample Size



Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 18

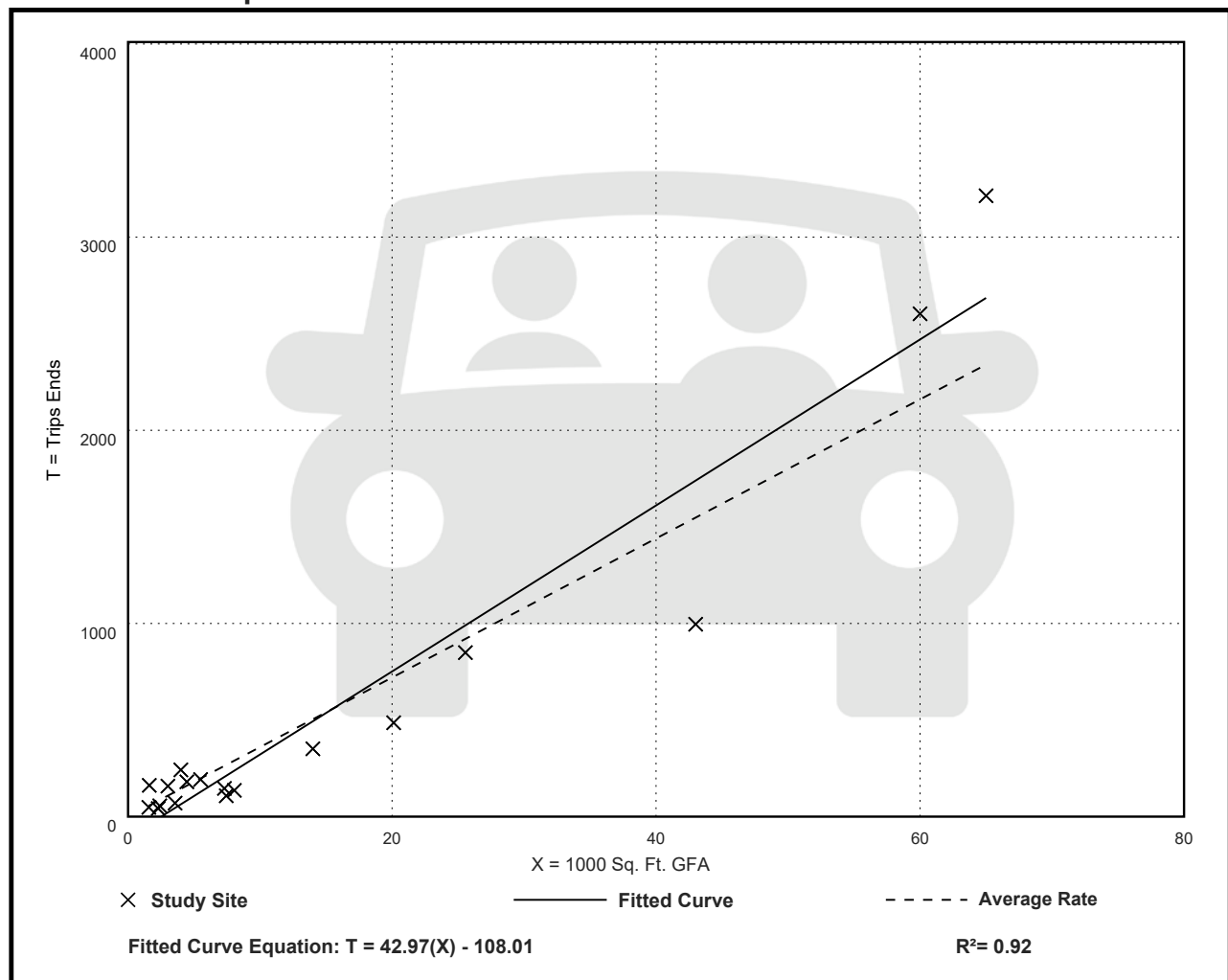
Avg. 1000 Sq. Ft. GFA: 15

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.00	14.52 - 100.75	13.38

Data Plot and Equation



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 1

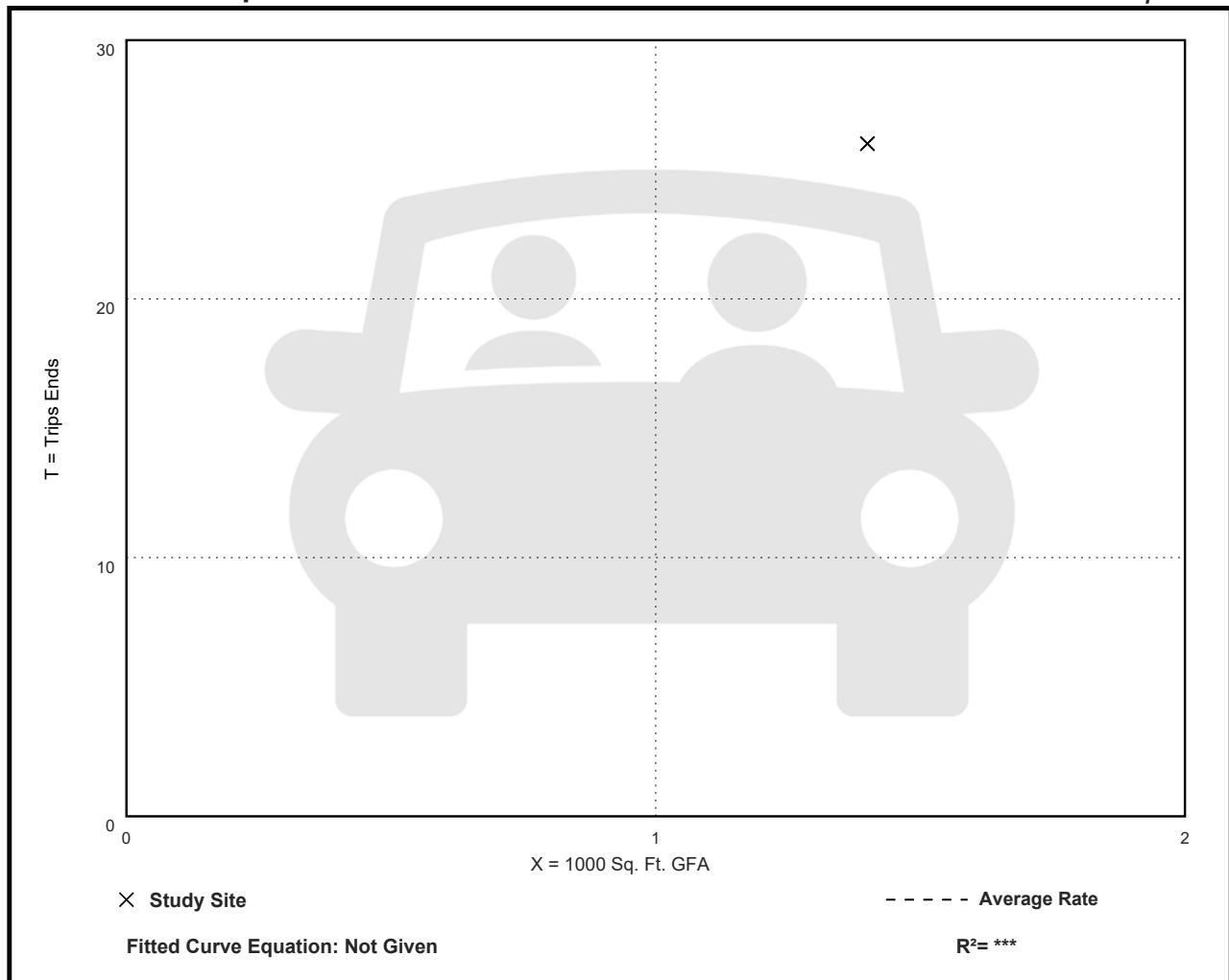
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
18.57	18.57 - 18.57	***

Data Plot and Equation

Caution – Small Sample Size



Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 22

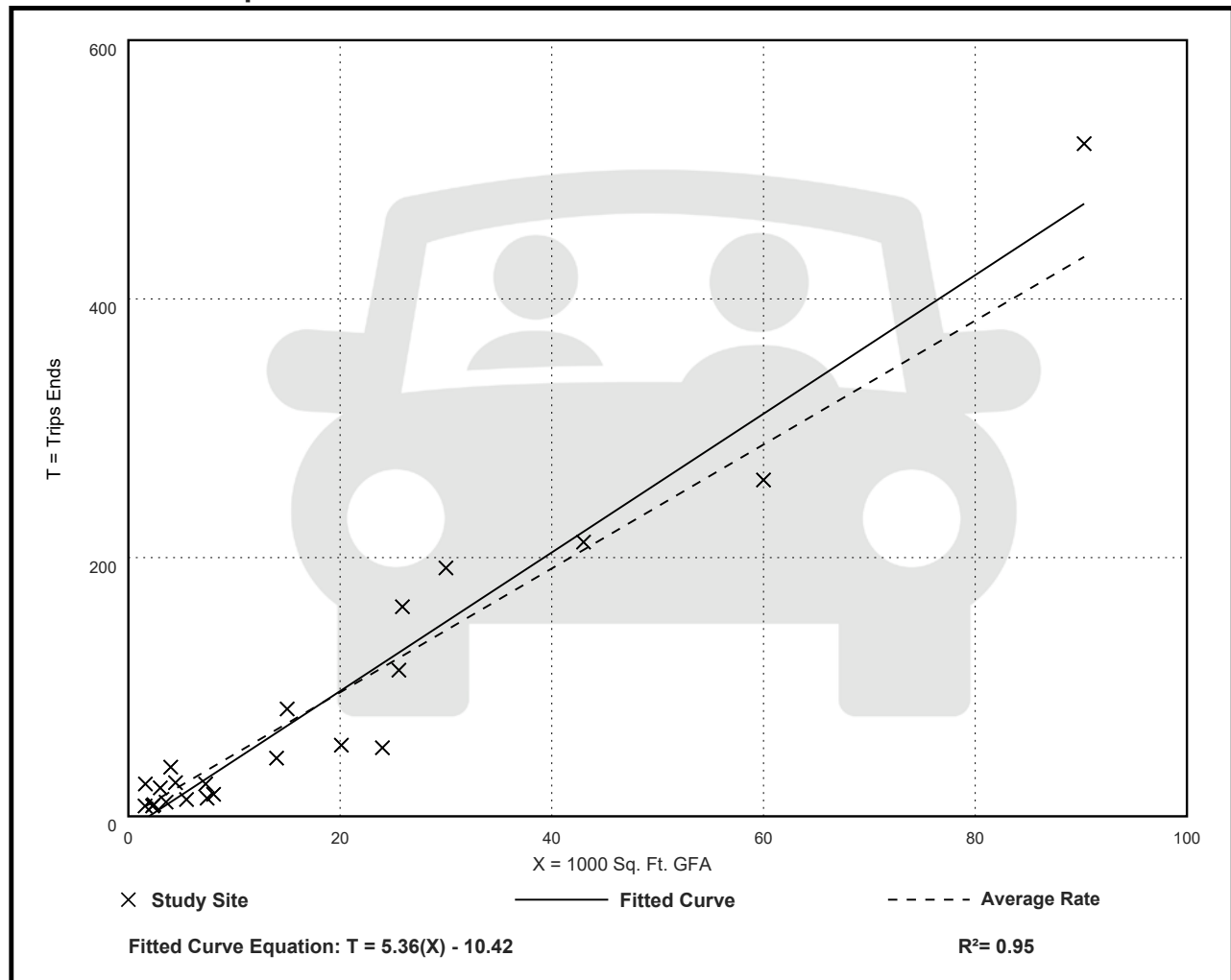
Avg. 1000 Sq. Ft. GFA: 18

Directional Distribution: 40% entering, 60% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.79	1.88 - 15.55	1.62

Data Plot and Equation



Fast Casual Restaurant (930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 15

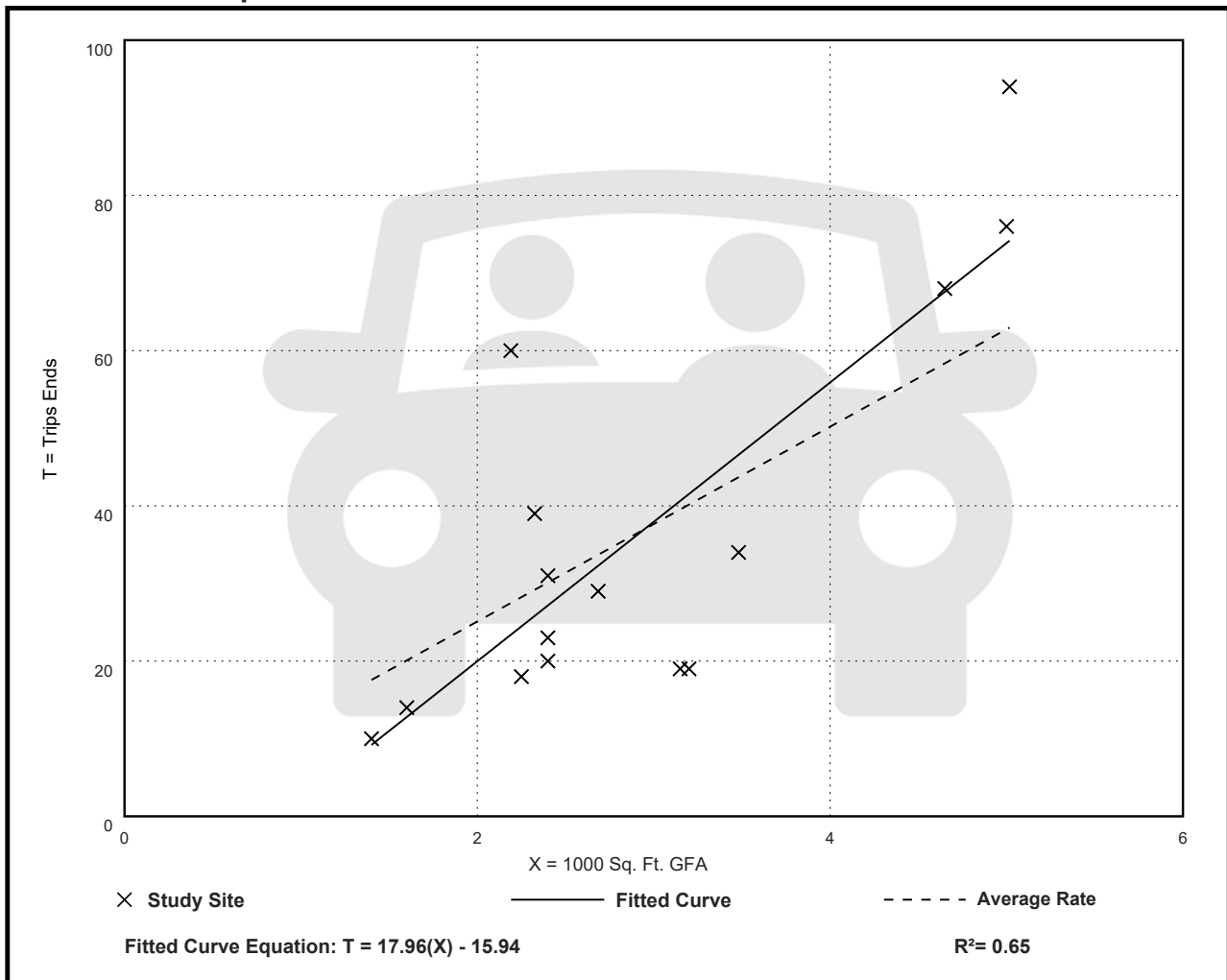
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
12.55	5.94 - 27.40	5.52

Data Plot and Equation



Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

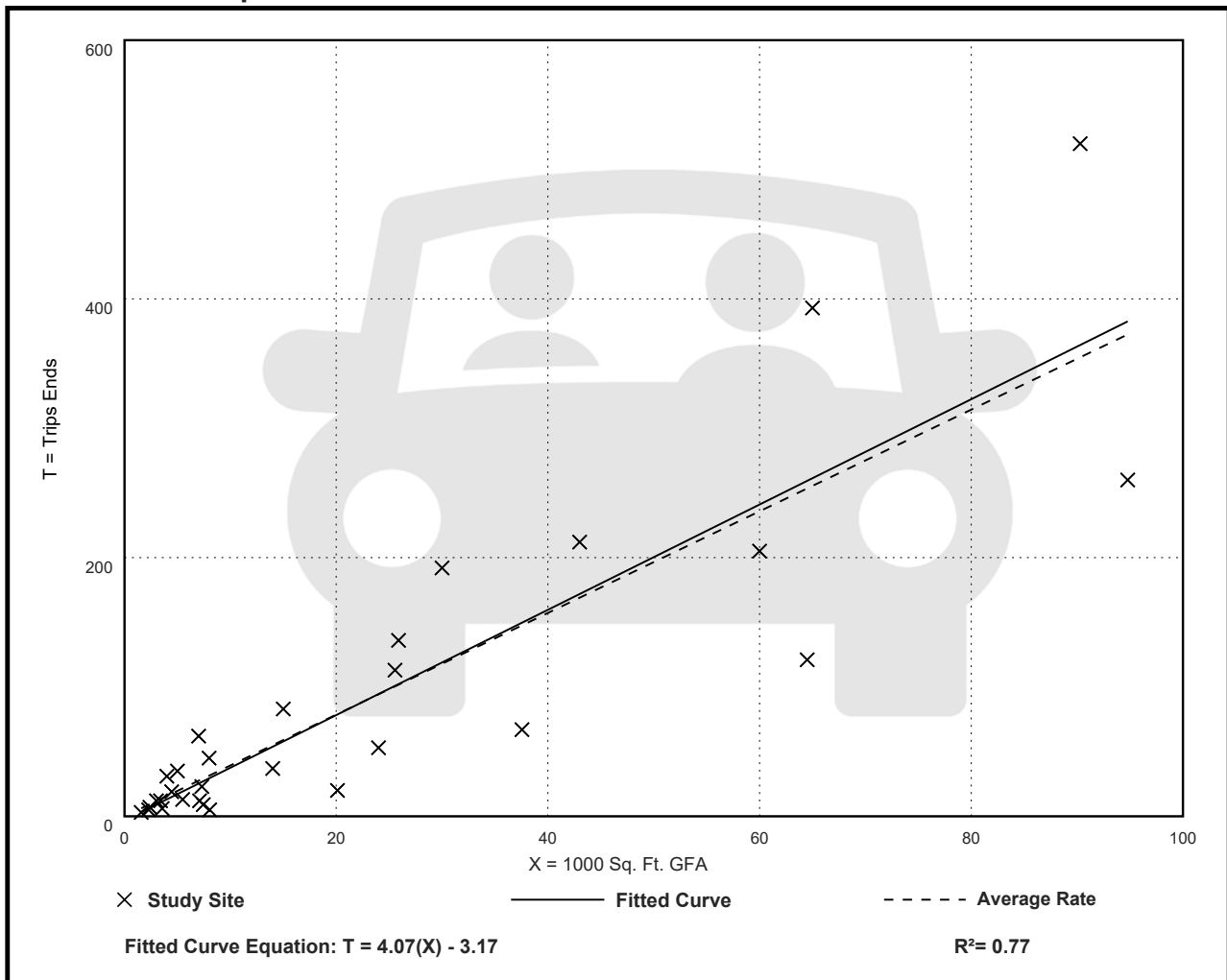
Avg. 1000 Sq. Ft. GFA: 23

Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.93	0.62 - 8.86	1.86

Data Plot and Equation



Vehicle Pass-By Rates by Land Use									
Source: ITE Trip Generation Manual , 11th Edition									
Land Use Code	931								
Land Use	Fine Dining								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	4								
Average Pass-By Rate	44%								
	Pass-By Characteristics for Individual Sites								
	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
GFA (000)					Primary (%)	Diverted (%)	Total (%)		
6.5	Florida	1995	173	62	—	—	38	—	30
8	Florida	1992	168	45	—	—	55	—	30
8.8	Florida	1992	84	44	40	16	56	—	30
12	Kentucky	1993	38	26	36	38	74	4145	2

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Land Use: 933 Fast-Food Restaurant without Drive-Through Window

Description

This land use includes fast-food restaurants without drive-through windows. This type of restaurant is characterized by a large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. These limited-service eating establishments do not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in customer is less than 30 minutes. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), and fast-food restaurant with drive-through window (Land Use 934) are related uses.

Additional Data

The outdoor seating area is not included in the overall gross floor area. Therefore, the number of seats may be a more reliable independent variable on which to establish parking generation rates for facilities having significant outdoor seating.

The average parking supply ratios for the study sites with parking supply information are as follows:

- in a general urban/suburban setting, 16 spaces per 1,000 square feet GFA (11 sites)
- in a dense multi-use urban setting, 10 spaces per 1,000 square feet GFA (7 sites)

The sites were surveyed in the 1980s and the 1990s in California, Connecticut, Oklahoma, and Washington.

Source Numbers

8, 9, 47, 235, 241, 298

Land Use: 934 Fast-Food Restaurant with Drive-Through Window

Description

This category includes fast-food restaurants with drive-through windows. This type of restaurant is characterized by a large drive-through and large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. These limited-service eating establishments do not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a Monday-through-Thursday weekday (four study sites) and a Saturday (one study site) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Saturday
12:00–4:00 a.m.	—	—
5:00 a.m.	—	—
6:00 a.m.	—	—
7:00 a.m.	—	—
8:00 a.m.	—	—
9:00 a.m.	—	—
10:00 a.m.	28	31
11:00 a.m.	60	50
12:00 p.m.	100	88
1:00 p.m.	85	100
2:00 p.m.	57	75
3:00 p.m.	43	50
4:00 p.m.	45	31
5:00 p.m.	59	50
6:00 p.m.	62	69
7:00 p.m.	18	63
8:00 p.m.	—	—
9:00 p.m.	—	—
10:00 p.m.	—	—
11:00 p.m.	—	—

Additional Data

The outdoor seating area is not included in the overall gross floor area. Therefore, the number of seats may be a more reliable independent variable on which to establish parking generation rates for facilities having significant outdoor seating.

The average parking supply ratios for the study sites with parking supply information are as follows:

- In a general urban/suburban setting, 15 spaces per 1,000 square feet GFA (53 sites) and 0.6 spaces per seat (33 sites)
- In a dense multi-use urban setting, 8.7 spaces per 1,000 square feet GFA (8 sites) and 0.4 spaces per seat (4 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arkansas, California, Colorado, Connecticut, Illinois, Missouri, Nevada, New York, Oklahoma, Oregon, Pennsylvania, and Washington.

Source Numbers

8, 9, 22, 47, 138, 180, 201, 218, 231, 235, 251, 274, 298, 403, 432, 527, 530, 543

Land Use: 936 Coffee/Donut Shop without Drive-Through Window

Description

This land use includes single-tenant coffee and donut restaurants without drive-through windows. Freshly brewed coffee and a variety of coffee-related accessories are the primary retail products sold at these sites. They may also sell other refreshment items, such as donuts, bagels, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. Some sites may also sell newspapers, music CDs, and books. The coffee and donut shops contained in this land use typically hold long store hours (more than 15 hours) with an early morning opening. Limited indoor seating is generally provided for patrons, but table service is not provided. Coffee/donut shop with drive-through window (Land Use 937), coffee/donut shop with drive-through window and no indoor seating (Land Use 938), bread/donut/bagel shop without drive-through window (Land Use 939), and bread/donut/bagel shop with drive-through window (Land Use 940) are related uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (three study sites) and a Saturday (three study sites) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Saturday
12:00–4:00 a.m.	—	—
5:00 a.m.	—	—
6:00 a.m.	—	—
7:00 a.m.	73	100
8:00 a.m.	100	90
9:00 a.m.	63	80
10:00 a.m.	57	65
11:00 a.m.	42	62
12:00 p.m.	39	40
1:00 p.m.	27	32
2:00 p.m.	—	—
3:00 p.m.	—	—
4:00 p.m.	—	—
5:00 p.m.	—	—
6:00 p.m.	—	—
7:00 p.m.	—	—
8:00 p.m.	—	—
9:00 p.m.	—	—
10:00 p.m.	—	—
11:00 p.m.	—	—

Additional Data

The average parking supply ratio for the four study sites with parking supply information is 7.1 spaces per 1,000 square feet GFA.

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, New Jersey, Oregon, Pennsylvania, and Washington.

Source Numbers

298, 399, 428, 431, 531

Land Use: 937 Coffee/Donut Shop with Drive-Through Window

Description

This land use includes single-tenant coffee and donut restaurants with drive-through windows. Freshly brewed coffee and a variety of coffee-related accessories are the primary retail products sold at these sites. They may also sell other refreshment items, such as donuts, bagels, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. Some sites may also sell newspapers, music, CDs, and books. The coffee and donut shops contained in this land use typically hold long store hours (more than 15 hours) with an early morning opening. Also, limited indoor seating is generally provided for patrons; however, table service is not provided. Coffee/donut shop without drive-through window (Land Use 936), bread/donut/bagel shop without drive-through window (Land Use 939), and bread/donut/bagel shop with drive-through window (Land Use 940) are related uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at three study sites in a general urban/suburban setting.

Hour Beginning	Percent of Weekday Peak Parking Demand
12:00–4:00 a.m.	—
5:00 a.m.	—
6:00 a.m.	—
7:00 a.m.	73
8:00 a.m.	92
9:00 a.m.	100
10:00 a.m.	88
11:00 a.m.	73
12:00 p.m.	73
1:00 p.m.	77
2:00 p.m.	58
3:00 p.m.	62
4:00 p.m.	62
5:00 p.m.	—
6:00 p.m.	—
7:00 p.m.	—
8:00 p.m.	—
9:00 p.m.	—
10:00 p.m.	—
11:00 p.m.	—

Additional Data

The average parking supply ratio for the eight study sites with parking supply information is 8.8 spaces per 1,000 square feet GFA.

The sites were surveyed in the 2000s and the 2010s in Nevada, New Jersey, New York, Ontario (CAN), Tennessee, and Washington.

Source Numbers

405, 407, 412, 433, 442, 509, 523, 530, 540

Land Use: 930 Fast Casual Restaurant

Description

A fast casual restaurant is a sit-down restaurant with no (or very limited) wait staff or table service. Customers typically order off a menu board, pay for food before the food is prepared and seat themselves. The menu generally contains higher quality made to order food items with fewer frozen or processed ingredients than at a fast food restaurant. Most patrons eat their meal within the restaurant, but a significant proportion of the restaurant sales are carry-out orders. The restaurants typically serve lunch and dinner; some serve breakfast. A typical duration of stay for an eat-in customer is 40 minutes or less. Quality restaurant (Land Use 931), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window (Land Use 934) are related uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (three study sites) and a Saturday (one study site) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Saturday
12:00–4:00 a.m.	–	–
5:00 a.m.	–	–
6:00 a.m.	2	–
7:00 a.m.	2	–
8:00 a.m.	5	3
9:00 a.m.	14	7
10:00 a.m.	17	7
11:00 a.m.	18	27
12:00 p.m.	100	70
1:00 p.m.	75	80
2:00 p.m.	45	100
3:00 p.m.	31	57
4:00 p.m.	23	43
5:00 p.m.	49	60
6:00 p.m.	77	87
7:00 p.m.	69	53
8:00 p.m.	28	43
9:00 p.m.	20	33
10:00 p.m.	11	20
11:00 p.m.	–	–

Additional Data

The average parking supply ratio for the one study site in a general urban/suburban setting with parking supply information is 11 spaces per 1,000 square feet GFA.

The sites were surveyed in the 2010s in California and Minnesota.

Source Numbers

543, 556, 557

Land Use: 720 Medical-Dental Office Building

Description

A medical-dental office building is a facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists generally operate this type of facility. General office building (Land Use 710), small office building (Land Use 712), and clinic (Land Use 630) are related uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at 27 study sites in a general urban/suburban setting and two study sites in a dense multi-use urban setting.

Hour Beginning	Percent of Weekday Peak Parking Demand	
	General Urban/Suburban	Dense Multi-Use Urban
12:00–4:00 a.m.	–	–
5:00 a.m.	–	–
6:00 a.m.	–	–
7:00 a.m.	12	–
8:00 a.m.	43	61
9:00 a.m.	88	62
10:00 a.m.	99	96
11:00 a.m.	100	56
12:00 p.m.	83	29
1:00 p.m.	74	67
2:00 p.m.	94	100
3:00 p.m.	93	82
4:00 p.m.	86	79
5:00 p.m.	54	71
6:00 p.m.	–	–
7:00 p.m.	–	–
8:00 p.m.	–	–
9:00 p.m.	–	–
10:00 p.m.	–	–
11:00 p.m.	–	–

Additional Data

Some of the study sites in the database are located within a hospital campus. The limited number of data points did not reveal a definitive difference in parking demand from stand-alone sites.

The average parking supply ratio for the 80 study sites with parking supply information is 4.3 spaces per 1,000 square feet GFA.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Connecticut, Florida, Georgia, Illinois, Indiana, Maryland, Massachusetts, Minnesota, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Texas, and Washington.

Source Numbers

36, 37, 84, 86, 120, 121, 153, 161, 173, 217, 218, 224, 239, 308, 309, 310, 315, 416, 428, 433, 527, 530, 531, 532, 553, 555, 563, 564

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**3311 W. Hillsboro Blvd
2,800 SF Bay as Retail
Application No.: 21-B1-209**

Table 7: Trip Generation Rates

Land Use	ITE Code	Pass-By	Daily Traffic
Fast Casual Restaurant	930	44.00%	97.14 ⁷
Strip Retail Plaza (<40k)	822	40.00%	54.45
Fast Casual Restaurant W/ Drive-Through Window	JFO	44.00%	106.85 ⁸

Table 8: Trip Generation

Land Use	Intensity	Daily Traffic
Fast Casual Restaurant	2,200 SF	214
Retail	2,800 SF	152
Fast Casual Restaurant W/ Drive-Through Window	2,484 SF	265
Σ		631
Pass-By		
Fast Casual Restaurant	44.00%	94
Retail	40.00%	61
Fast Casual Restaurant W/ Drive-Through Window	44.00% ⁹	117
Σ		272
Daily Proposed Traffic		359

⁷ Fitted Curve Equation not available.

⁸ 1.10*97.14

⁹ As part of a conservative analysis, the same pass-by rate for Fast Casual without drive-thru was assumed. Pass-By for Fast-Food Restaurant with Drive-Through Window in the PM is 55%.

Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 4

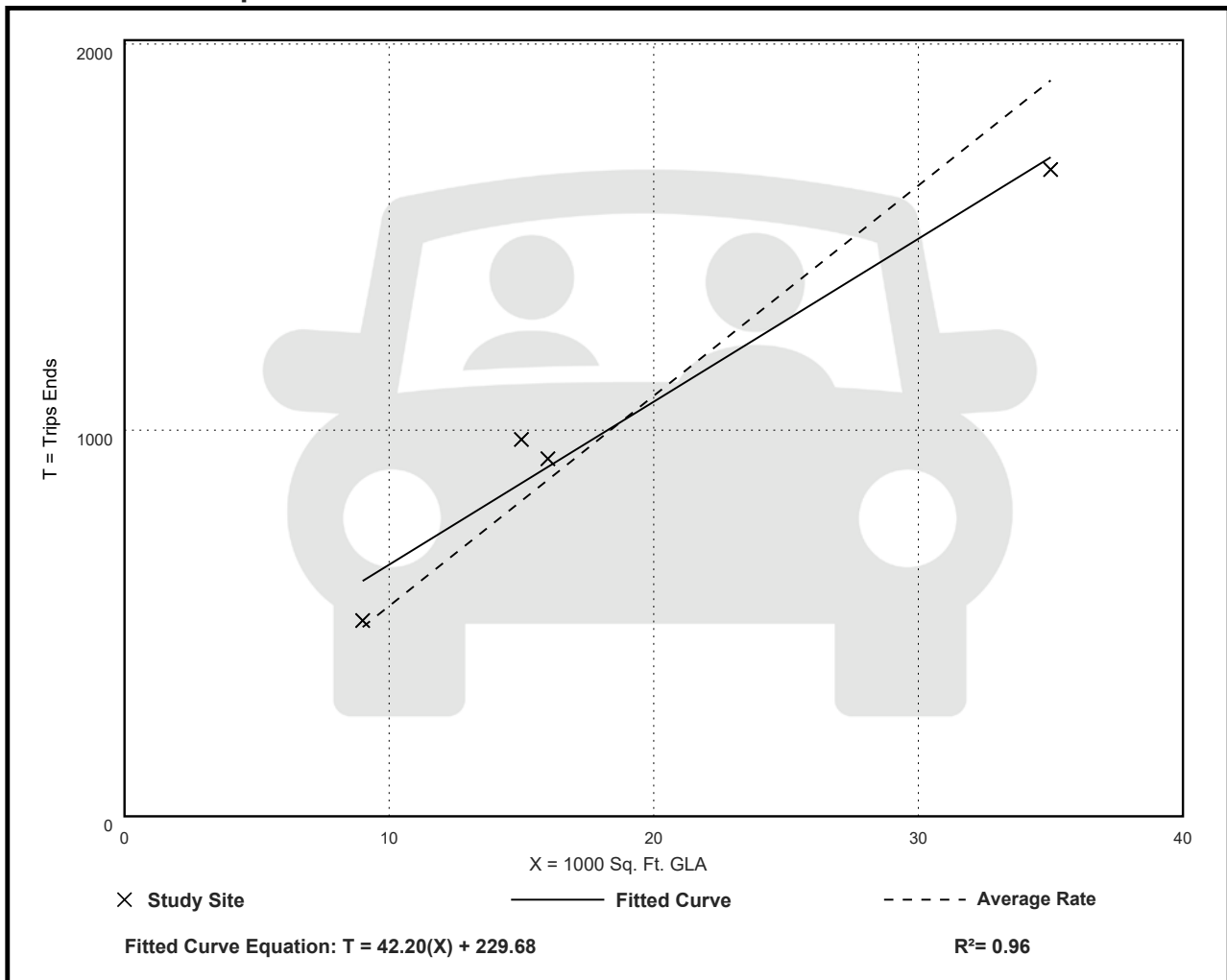
Avg. 1000 Sq. Ft. GLA: 19

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation



Vehicle Pass-By Rates by Land Use									
Source: ITE Trip Generation Manual , 11th Edition									
Land Use Code	821								
Land Use	Shopping Plaza (40 - 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	15								
Average Pass-By Rate	40%								
	Pass-By Characteristics for Individual Sites								
GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

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Juan Ortega

From: Mohan Gopalakrishna <MGopalakrishna@CPC-Eng.com>
Sent: Monday, February 7, 2022 3:49 PM
To: Juan Ortega; Bonnie Jacobson
Cc: Eric Power
Subject: RE: 3311 W Hillsboro - 21-B1-209 [Traffic]

As a follow up to our meeting this morning, following are my notes. If I missed something, please feel free to add.

1. There will be three land uses side by side to replace the existing drive-in bank: 1) Chipotle, 2) Panda Express, 3) Unknown, could be Medical/Dental or Retail development. No credits will be taken for daily trips from the existing bank, which will be demolished.
2. Juan to redo the trip generation for Chipotle with the drive thru and include logical assumptions. It is anticipated that the trip generation for the subject proposed Chipotle (sit down restaurant, with drive thru), would be somewhere between the land uses: 1) Fast Food Restaurant with Drive Through with ITE code 934 and, 2) Fast Casual Restaurant ITE code 930. Juan will also use other similar locations of Chipotle to determine the number of drive thru trips based on register transactions.
3. ITE Trip Generation 11th Edition will be used for Daily Trips, Peak Hours (Noon Peak, and PM peak). The restaurants (Chipotle, Panda Express) are not open for breakfast.
4. Drive thru lanes will have a by-pass lane (adjacent to the drive thru lane) for other users to get by, to prevent backups and delays.
5. ITE Parking generation 5th Edition will be used for parking spaces computation, after taking into account the number of drive-thru trips. Adequate spaces will be provided to prevent the potential for any on street illegal parking.
6. Juan will provide Trip generation tables and revised site plan with parking spaces for review.
7. Should the daily trips exceed 500 vehicles per day, a methodology meeting will be convened to discuss a detailed Traffic Impact Study per the City of Deerfield Beach Land Development Code Section 98-17 (2).

Thanks.

Mohan Gopalakrishna, P.E., PTOE
Senior Traffic / Transportation Manager



From: Juan Ortega <jortega@jfo.us>
Sent: Friday, February 4, 2022 1:50 PM
To: Bonnie Jacobson <BJacobson@deerfield-beach.com>
Cc: Eric Power <EPower@deerfield-beach.com>; Mohan Gopalakrishna <MGopalakrishna@CPC-Eng.com>
Subject: RE: 3311 W Hillsboro - 21-B1-209 [Traffic]

I just had my client double check with the broker for the deal, I was told in December that the bank was operating in 2021. The bank ceased in 2019 but the ATMS were still operating in 2021.

Dr. Juan F. Ortega, PE
JFO GROUP INC
T: (561) 462-5364 • C: (561) 512-7556
JOrtega@jfo.us

1. There will be three land uses side by side to replace the existing drive-in bank: 1) Chipotle, 2) Panda Express, 3) Unknown, could be Medical/Dental or Retail development. No credits will be taken for daily trips from the existing bank, which will be demolished.

[JFO->] Traffic Methodology statement has been prepared accordingly. Site Plan is being revised to address DRC Comments from 01/25/2022. Revised site plan will show middle bay as Medical Office once is resubmitted. At the time this analysis was prepared, the applicant was still negotiating an LOI with a Medical tenant. Therefore, in an abundance of caution and just in case there are any changes to the existing market conditions/demand, Exhibit 4 includes a trip generation assuming the middle 2,800 SF Bay as Retail. As shown in this analysis, if the middle bay becomes a Retail use, the net daily trip generation for the site will be slightly less than under Medical Office. No credits were taken for the existing 7,887 SF Drive-In Bank.

2. that the trip generation for the subject proposed Chipotle (sit down restaurant, with drive thru), would be somewhere between the land uses: 1) Fast Food Restaurant with Drive Through with ITE code 934 and, 2) Fast Casual Restaurant ITE code 930. Juan will also use other similar locations of Chipotle to determine the number of drive thru trips based on register transactions.

[JFO->] Applicant reached out to Chipotle's corporate office to request data for Chipotle restaurants with and without a Chipotlane. The information was not made available to the applicant. Consequently, in order to quantify the potential traffic increase due to adding a Pick-Up Window to a Fast Casual Restaurant, trip generation rates for Fast-Food Restaurants and Coffee/Donut Shops were compared for locations with and without a Drive-Through Windows. Increase in traffic to Fast-Food Restaurants due to a Drive-Through Window is 3.8% while having a drive-through window on Coffee/Donut Shops do not increase traffic in the AM while it increases the traffic in the PM by 20.7%. Consequently, as part of a conservative analysis, in order to account for the Pick-Up Window, trip generation rate for Fast Casual Restaurant (Chipotle) was increased by 10%.

3. ITE Trip Generation 11th Edition will be used for Daily Trips, Peak Hours (Noon Peak, and PM peak). The restaurants (Chipotle, Panda Express) are not open for breakfast.

[JFO->] ITE Trip Generation 11th Edition was used accordingly. Chipotle and Panda Express will not be open for breakfast.

4. Drive thru lanes will have a by-pass lane (adjacent to the drive thru lane) for other users to get by, to prevent backups and delays.

[JFO->] Exhibit 1 includes a draft of the proposed plan showing a by-pass adjacent to the pick-up lane.

5. ITE Parking generation 5th Edition will be used for parking spaces computation, after taking into account the number of drive-thru trips. Adequate spaces will be provided to prevent the potential for any on street illegal parking.

[JFO->] ITE Parking generation 5th Edition was used accordingly. ITE Parking generation 5th Edition includes parking generation rates for Fast Casual Restaurant and Medical Office. Same methodology used for trip generation was used to determine parking demand for Fast Casual Restaurant with a Pick-Up Window.

6. Juan will provide Trip generation tables and revised site plan with parking spaces for review.

[JFO->] Traffic statement was prepared accordingly. Exhibit 1 includes a draft of the proposed plan while Table 3 summarizes trip generation and Table 6 parking demand.

7. Should the daily trips exceed 500 vehicles per day, a methodology meeting will be convened to discuss a detailed Traffic Impact Study per the City of Deerfield Beach Land Development Code Section 98-17 (2).

[JFO->] The proposed development will generate less than 500 daily trips.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1603

Agenda Date: 11/15/2022

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-006: APPLICATION 15-B1-201 REV. 1 (PROJECT NAME: MIAMI GRILL)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant, K & S Hillsboro LLC, is seeking major site plan approval to construct a 1,129 square foot drive-thru restaurant and associated site improvements, on the vacant portion of a 0.9-acre site. The western portion of the site has already been developed with a Dunkin Donuts, a joint access drive, joint trash enclosure area, and parking. The site is located on the north side of Hillsboro Blvd., just west of SW 3 Ave. The existing site plan was approved August 18, 2015 (Reso.2015/151) with the Dunkin Donuts in the current location and the 0.9-acre vacant site identified for future retail.

The applicant intends to develop the site with a Miami Grill double-order drive-thru restaurant with a walk-up window, but no indoor seating. Two (2) outdoor tables are provided at the southwest side of the site. In addition, the applicant is modifying the overall site plan to include handicapped accessibility to the restaurant from the northern parking spaces and has realigned the driveway to the Dunkin Donuts portion of the site to allow for better traffic flow through both restaurants and drive-thru lanes.

A traffic impact analysis was provided with an estimated daily trip generation of 2,056 trips a day, which meets the Deerfield Beach concurrency requirements. The net increase in peak traffic is estimated at 217 trips.

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

On July 27, 2022, the item was heard and approved by the Community Appearance Board, with stipulations for changes to the landscape plan.

On October 6, 2022, the Planning and Zoning Board voted to recommend approval of the application to the City Commission.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM K&S HILLSBORO, LLC TO CONSTRUCT A 1,129 SQUARE FOOT DRIVE-THRU RESTAURANT AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 259, 263 & 273 WEST HILLSBORO BLVD., DEERFIELD BEACH, FLORIDA, IN THE BUSINESS COMMUNITY (B-1) ZONING DISTRICT (APPLICATION NO. 15-B1-201 REV.1); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 15-B1-201 Rev. 1 (the “Site Plan Application”) has been submitted to the City by K&S Hillsboro, LLC (the “Applicant”) seeking site plan approval to construct a new 1,129 square foot drive-thru restaurant and related site improvements on the property located at 259, 263, & 273 West Hillsboro Blvd., Deerfield Beach, Florida (collectively, the “Restaurant”); and

WHEREAS, the Restaurant site is approximately 0.9 acres legally described as LOT 1, LESS THE E 25 FT. THEREOF FOR ROAD R-O-W, LOTS 3 & 4, BLOCK 1, “GROVE INDUSTRIAL CENTER,” PLAT BOOK 59-47 OF THE PUBLIC RECORDS OF BROWARD COUNTY LESS THE S 7FT FOR R-O-W, as more particularly described in the file and located at 259, 263 & 273 West Hillsboro Blvd., Deerfield Beach, Florida, in the B-1, Business Community Zoning District (the “Property”); and

WHEREAS, the Site Plan Application includes a new 1,129 square foot drive-thru restaurant on the vacant portion of the Property with a double-order drive-thru lane and walk-up window, with no indoor seating, and an outdoor seating area in the southwest side of the Restaurant site; and

WHEREAS, the Site Plan Application modifies the overall site plan to include handicapped access to the restaurant from the northern parking spaces, and realign the driveway to the Dunkin Donuts portion of the Property to allow for better traffic flow through both restaurants and drive-thru lanes; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, and the Community Appearance Board recommended approval of the Site Plan Application on August 24, 2022, with conditions concerning landscaping that the Applicant has addressed in their updated Landscape Plan; and

WHEREAS, the Planning and Zoning Board voted to recommend approval on October 6, 2022; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated July 30, 2022, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM K&S HILLSBORO, LLC TO CONSTRUCT A 1,129 SQUARE FOOT DRIVE-THRU RESTAURANT AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 259, 263 & 273 WEST HILLSBORO BLVD., DEERFIELD BEACH, FLORIDA, IN THE BUSINESS COMMUNITY (B-1) ZONING DISTRICT (APPLICATION NO. 15-B1-201 REV.1); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 15-B1-201 Rev. 1 (the “Site Plan Application”) has been submitted to the City by K&S Hillsboro, LLC (the “Applicant”) seeking site plan approval to construct a new 1,129 square foot drive-thru restaurant and related site improvements on the property located at 259, 263 & 273 West Hillsboro Blvd., Deerfield Beach, Florida (collectively, the “Restaurant”); and

WHEREAS, the Restaurant site is approximately 0.9 acres legally described as LOT 1, LESS THE E 25 FT. THEREOF FOR ROAD R-O-W, LOTS 3 & 4, BLOCK 1, “GROVE INDUSTRIAL CENTER,” PLAT BOOK 59-47 OF THE PUBLIC RECORDS OF BROWARD COUNTY LESS THE S 7FT FOR R-O-W, as more particularly described in the file and located at 259, 263 & 273 West Hillsboro Blvd., Deerfield Beach, Florida, in the B-1, Business Community Zoning District (the “Property”); and

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

November 4, 2022

Dear Property Owner:

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

P.H. 2023-006: APPLICATION 15-B1-201 REV.1 (PROJECT NAME: MIAMI GRILL)

Applicant: **K & S HILLSBORO LLC**

Proposal: Major Site Plan application seeking approval to construct a 1,129 square foot drive-thru restaurant and associated site improvements.

Location: The property is generally described as LOT 1, LESS THE E 25 FT. THEREOF FOR ROAD R-O-W, LOTS 3 & 4, BLOCK 1, "GROVE INDUSTRIAL CENTER," PLAT BOOK 59-47 OF THE PUBLIC RECORDS OF BROWARD COUNTY LESS THE S 7 FT FOR R-O-W, **and located at 259,263,273 W Hillsboro Blvd.**

A public hearing will be held on **TUESDAY, NOVEMBER 15, 2022 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	15-B1-201 Rev.1										
Project Name:	Miami Grill										
Applicant:	K & S Hillsboro LLC										
Agent:	Kristin DiPierro of Thomas Engineering Group										
Requested Action/Description:	Major site plan application for the construction of a 1,129 square foot drive-thru restaurant and associated site improvements.										
Location:	259,263,273 W Hillsboro Blvd.										
Legal Description:	LOT 1, LESS THE E 25 FT. THEREOF FOR ROAD R-O-W, LOTS 3 & 4, BLOCK 1, "GROVE INDUSTRIAL CENTER," PLAT BOOK 59-47 OF THE PUBLIC RECORDS OF BROWARD COUNTY LESS THE S 7 FT FOR R-O-W, as more particularly described in the file.										
Size:	0.9 acres										
Existing Zoning:	B-1, Business Community										
Existing Land Use:	Commercial										
Future Land Use Plan Designation:	Commercial										
Surrounding Land Use and Zoning:											
	<table><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr><tr><td>North: Warehouses</td><td>B-3 Business, General</td></tr><tr><td>East: Drive-thru restaurant</td><td>B-1, Business Community</td></tr><tr><td>South: Medical office building</td><td>B-1, Business Community</td></tr><tr><td>West: Drive-thru restaurant</td><td>B-1, Business Community</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Warehouses	B-3 Business, General	East: Drive-thru restaurant	B-1, Business Community	South: Medical office building	B-1, Business Community	West: Drive-thru restaurant	B-1, Business Community
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Warehouses	B-3 Business, General										
East: Drive-thru restaurant	B-1, Business Community										
South: Medical office building	B-1, Business Community										
West: Drive-thru restaurant	B-1, Business Community										
Applicable Regulations:	Deerfield Beach Land Development Code										
Plat Restrictions:	None										

Department Comments & Requirements

REQUEST:

Major site plan application for the construction of a 1,129 square foot drive-thru restaurant and associated site improvements.

BACKGROUND:

The Applicant, K & S Hillsboro LLC, is seeking major site plan approval to construct a 1,129 square foot drive-thru restaurant and associated site improvements, on the vacant portion of a 0.9-acre site. The western portion of the site has already been developed with a Dunkin Donuts, a joint access drive, joint trash enclosure area, and a row of parking consisting of nine (9) parking spaces on the north side of the subject site. The original site plan was approved June 6, 2015 (Reso. 2015/151)

The applicant is proposing to construct a 1,192 Miami Grill drive-thru restaurant on the site, that consists of a double-order drive-thru lane and walk-up window, with no indoor seating. Two (2) outdoor tables are provided at the southwest side of the site. In addition, the applicant is modifying the overall site plan to include handicapped access to the restaurant from the northern parking spaces and has realigned the driveway to the Dunkin Donuts portion of the site to allow for better traffic flow through both restaurants and drive-thru lanes.

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

On July 27, 2022, the item was heard and approved by the Community Appearance Board, with stipulations that any trees identified on the landscape plan that are labeled "existing to remain," but are not existing, are to be planted, and that the Crepe Myrtles be of a Natchez or Muskogee variety. The landscape plan was updated to reflect these stipulations.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Commercial, and the proposed restaurant is a commercial use.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the B-1, Business Community zoning district. The proposed use is a permitted use in the B-1, Business Community zoning district.

3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area;

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

The B-1 Business Community zoning district allows for drive-thru restaurants. There are drive-thru restaurants to the east and west of the proposed restaurant. The proposed drive-thru restaurant is consistent with the structures and activities in the B-1 Business Community District and the surrounding area.

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

The proposed building shares a site with the adjacent drive-thru restaurant to the west (Dunkin Donuts) and together they meet or exceed all setback, height, floor area, lot coverage and landscape requirements for the B-1 Business Community zoning district. The proposed 1,126 square foot restaurant is 20 feet high, with a lot coverage of 7.6%

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

The site for the proposed drive-thru restaurant was designed in a manner to provide an efficient and safe traffic flow through the site. The applicant is also relocating the access drive to the adjacent drive-thru restaurant so the traffic flow will be improved and enhanced for both restaurants. The proposed restaurant provides sufficient parking and stacking space, as required by the Land Development Code. Service areas are located at the rear of the site consistent with the location of the service area of the adjacent drive-thru restaurant and the shared dumpster location.

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

The applicant provided a traffic impact analysis, which was analyzed by the City's traffic engineering consultant, that the site will generate a net increase in peak hour trips of 127 trips, with a total trip generation of 2,056 daily trips, which meets the Deerfield Beach concurrency requirements. The applicant is also realigning the Dunkin Donuts driveway to provide safer queueing for both drive-thru restaurants. The proposed hours of operation are 10 a.m. to midnight on weekdays and 2:00 a.m. on weekends. Potential noise levels created by this use will not have an impact on the surrounding area due to the nature of the site and surrounding commercial land uses. The proposed lighting meets the required lighting standards in the Land Development Code.

(e) Alteration of light and air;

The proposed drive-thru restaurant building exceeds the setback requirements for the B-1 Business Community zoning district, and thus is providing more light and air, than what would be allowed by the zoning regulations.

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

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

The proposed use is situated on W Hillsboro Blvd. a major commercial corridor, between two existing drive-thru restaurants. The site and surrounding area are primarily automobile oriented and does not include facilities that cater to those under 18 years of age. Therefore, the proposed drive-thru restaurant does not pose a significant risk to the safety or security of minors.

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

There are no residences or places where children under the age of 18 gather, in the vicinity of the proposed drive-thru restaurant. The restaurant is located on a commercial corridor and is surrounded by commercial uses.

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

The only single-family residences that are located within 500 feet of the subject property, are a block and a half south of the location, across W Hillsboro Blvd. These residences will not be impacted by the proposed development as the intervening businesses on the south side of W Hillsboro Blvd and the road itself, provide a significant separation from the proposed use.

SUMMARY & REQUIREMENTS

Staff's review of application 15-B1-201 Rev.1 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Miami Grill	Application No.:	15-B1-201 Rev-1
Reviewer Name:	Jenna Lane	Project Address:	259-263 W. Hillsboro Blvd.
Department/Division:	Planning & Zoning		
Position:	Principal Planner		
Date of Review:	6-30-22		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

	*The plans previously approved by City Commission demonstrate retail as the proposed use for the subject site. The proposed site plan demonstrates additional space required for the drive through lanes, which creates new traffic circulation concerns that were not reviewed at that time. This proposed plan creates multiple unsafe traffic patterns and must be reconfigured with a safe and accessible entrance and exit along Hillsboro Blvd. for both the existing restaurant and proposed restaurant. *									
1.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. <table><tr><td>1.</td><td>Fire Rescue</td><td>\$ <u>193.32</u></td></tr><tr><td>2.</td><td>Police</td><td>\$ <u>199.58</u></td></tr><tr><td>3.</td><td>Parks</td><td>\$ <u>N/A</u></td></tr></table>	1.	Fire Rescue	\$ <u>193.32</u>	2.	Police	\$ <u>199.58</u>	3.	Parks	\$ <u>N/A</u>
1.	Fire Rescue	\$ <u>193.32</u>								
2.	Police	\$ <u>199.58</u>								
3.	Parks	\$ <u>N/A</u>								
1.a.	Comment acknowledged.									
2.	All resubmittals shall be provided with a written narrative responding to all comments.									
2.a.	Comment acknowledged.									
3.	The Project coordinator (Jenna Lane) shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.									
3.a.	Comment acknowledged.									
4.	Prior to resubmittal, contact Jenna Lane, Planner and Veronica Rodriguez at jlane@deerfield-beach.com and vrodriquez@deerfield-beach.com to schedule a Development Review Committee meeting.									
4.a.	Comment acknowledged.									

Development Plan Application Comments

5.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for remediation and public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
5.a.	Comment acknowledged.
6.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
6.a.	Comment acknowledged.
7.	Per Section 98-13(b)(5), provide disclosure affidavits for Kristin DiPierro and Ryan Thomas.
7.a.	Comment not addressed. Provide original disclosure affidavit for Kristin DiPierro.
7.b.	Comment partially addressed. Signature required from Kristin DiPierro. This may be provided when arriving to the Planning and Zoning Division.
7.c.	Comment addressed.
8.	Per Section 98-13(b)(4) Provide the following filing fee(s) as provided in the City's fee schedule (Resolution 2018/194): • <u>Major Site Plan Modification Fire Review Fee: \$100</u>
8.a.	Comment addressed.
9.	Please provide a Plat Determination letter from the County to confirm whether amendments to the plat/plat note restriction are required.
9.a.	Comment partially addressed. Provide documentation from the Broward County Planning and Development Management Division confirming that a plat note amendment is not required.
9.b.	Comment addressed.
10.	Update the Development Plan Application to include the legal description of the subject properties. You may revise the application in person upon resubmittal.
10.a.	Comment addressed.
11.	Per Sec. 98-17(2) the City requires a traffic study be submitted due to the proposed use. A methodology letter must be submitted to the City prior to the traffic study being submitted.
11.a.	Comment addressed.
12.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of

Development Plan Application Comments

	cost recovery fees required for the traffic engineering review of this application will be determined upon resubmittal.
12.a.	Comment addressed. Applicant provided cost recovery fee of \$2720.00.
13.	Description of work on application and plans demonstrate the proposed expansion is 1129 SF while the project narrative state the expansion is 1125 SF. Revise the narrative to be consistent with site plan.
13.a.	Comment partially addressed. Proposed square footage was corrected; however, the narrative states the total area of the site is 40,301 square feet which is inconsistent with the survey (64,440) square feet. Revise the narrative to be consistent with the site data.
13.b.	Comment addressed.
14.	Update project narrative to include the following: 1. Days and hours of operation; 2. Number of employees; 3. Details on circulation of the site and how it would function with the existing restaurant.
14.a.	Comment addressed.
15.	If a proposed modification to a development plan adds new pages that were not previously approved, the applicant must list and explain in the narrative the reason why a new page, and not a modification to an existing page, is necessary.
15.a.	Comment addressed.
16.	Proposed modifications to development plans that are intended to replace a plan previously approved by the City Commission or Development Review Committee must be clouded to show all proposed changes. Update the photometric plan to include the required clouding.
16.a.	Comment addressed.
17.	Modification of a sheet in a previously approved plan voids that sheet. The proposed modification must provide all data from the previously approved sheet regardless if it is related to the modification. The applicant may request copies of approved plans prior to submitting a modification.
17.a.	Comment addressed.
18.	Although conceptual engineering plan sheets were included in the previously approved site plan for the property, they are no longer required within the site plan set. Omit conceptual engineering plan sheets (C-04, C-07, C-09, C-10) from plan set in addition to the demolition plan sheet (C-03).
18.a.	Comment addressed.
19.	Elevation sheets included in digital plan set are inconsistent with elevation sheets provided in hard copies. Additionally, the boundary survey was missing from one of the 24"x36" hard copies. Ensure consistency throughout all sheets in the hard and digital copies of the plan set.
19.a.	Comment addressed.
	NEW COMMENTS 11/30/21
20.	Several 8.5"x11" sheets demonstrating signage and clearance poles were submitted with information requested on the required plan set sheets. Omit the 8.5"x 11" sheets and incorporate the required information on the applicable sheets of the plan sets.

Development Plan Application Comments

	Ensure the proposed signage and ancillary structures demonstrate compatibility with the Pioneer Grove Special Architectural District and the associated Pioneer Grove Design Standards.
20.a.	Comment not addressed. Menu Boards and Clearance Bars were not demonstrated on either the site detail sheet or elevation sheets. Omit signage design calculation documents from the application package. Additionally, sheets detailing proposed building signage were included in the plan set. Note that building signage must not be demonstrated on the elevations and are not subject to review by CAB, Planning & Zoning, or City Commission unless the Applicant is requesting sign variances (<i>note signs demonstrate three lines of text; Code only permits two lines of text per Code Section 102-8(c)(2)a.3.</i>). Confirm whether sign variances are intended; if so, Sign Variance Application (Attachment J) must be submitted with application package. If not, remove all depictions of building signage from the site plan set. Building signage to be discussed in DRC meeting. Refer to comment no. 22 below.
20.b.	Comment addressed.
21.	Be advised that the Broward County Future Conditions 100-Year Flood Map (2060) was implemented beginning July 1, 2021 as a flood protection requirement for building finished floor elevations (FFE) per Broward County Ordinance 2021-33, amending County Code Section 27-200(b)(5). Provide documentation from the County that the proposed elevation for the development complies with County elevation requirements.
21.a.	Comment addressed.
	NEW COMMENT 4/11/22
22.	New sheets were included in the plan sets demonstrating building signage not subject to review by City Commission. Only the general location of the building signage (using dashed lines or similar) must be shown on the elevation sheets while providing the specific location and conceptual elevations details for the freestanding signage (monument sign, directional signage, menu boards, clearance sign/structure, etc.) in compliance with Sign Code and compatible with Pioneer Grove. This information must either be provided on Sheet C-06 (or an additional site details sheet located behind C-06) or the elevation plan sheet EL-1 and EL-2. Additionally, sheets were included in the sets that may only be included for the Community Appearance Board (CAB) plan sets. Omit the following sheets from the plan sets: - A-1: <i>West Elevation Signage</i> - A-2: <i>South Elevation Signage</i> - S-1: <i>Wall Sign Details;</i> - SP-1.1: <i>Wall Sign Locations,</i> - S-1 <i>Monument Sign Section Details,</i> - S-2 <i>Directional Sign Section Details</i> - SP-1.2: <i>Freestanding Sign Locations</i> – This is already demonstrated on the site plan. This sheet should be utilized during the building permit process. - EL-4 and EL-5: <i>Color Rendering</i> - These should only be included for the CAB plan sets. Note that rendering demonstrates outdoor seating furniture

Development Plan Application Comments

	inconsistent with details proposed in plan set. If providing renderings, they must be consistent with proposed work.
22.a.	Comment addressed.
23.	Per Section 98-13(b)(4) Provide the following filing fee(s) as provided in the City's fee schedule (Resolution 2018/194): The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter. <u>Major Site Plan Modification: \$2,100(30%) = \$630.00</u>
23.a.	Comment addressed.

B.

COVERPAGE:	
1.	Per Section 98-13(8)(a)(1) Provide the folio numbers for all properties.
1.a.	Comment addressed.
2.	Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(a)(3) Provide adjacent land use and zoning and all curbs and median cuts within 300 feet on location map.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(a)(5) Provide contact information of the applicant, property owner, and architect/engineer of record.
4.a.	Comment addressed.
5.	Revise the following within the sheet index: - Strikethrough sheets: C-02, C-03, C-04, C-05.1, C-9, C-100 - Remove strikethrough from sheets C-06, CS-1,A-1,A-4, A-5,A-6 - Cloud sheets C-01, 1 of 1, C-05 CD-1, L-01, L-02,C-03, A1.1, A5.1, E1.1 - Add "Dunkin Donuts" to the title for "Plans by Ventura"
5.a.	Comment partially addressed. Update the sheet index and cloud newly submitted sheet plan sheets C-5.02 and C-06.
5.b.	Comment addressed.
NEW COMMENT 4/11/22	
6.	Sheets were included in Development Review Plan Set demonstrating data not pertinent or subject to DRC review. Remove the following sheets from the sheet index: <i>A-1: West Elevation Signage</i> <i>A-2: South Elevation Signage</i> <i>S-1: Wall Sign Details</i> <i>SP-1.1: Wall Sign Locations,</i> <i>S-1 Monument Sign Section Details</i> <i>S-2 Directional Sign Section Details</i> <i>SP-1.2: Freestanding Sign Locations</i> – This is already demonstrated on the site plan. This sheet should be utilized during the building permit process. <i>EL-4 and EL-5: Color Rendering</i> - These should only be included for the

Development Plan Application Comments

	CAB plan sets. Note that rendering demonstrates outdoor seating furniture inconsistent with details proposed in plan set. If providing renderings, they must be consistent with proposed work. Be further advised that identical sheet numbers were listed for multiple in the plan set (For example, A-1: Floor Plan and A-1 :West Elevation Sign). Ensure all pages in the plan set have distinct identifying sheet numbers.
6.a.	Comment addressed.

C. SURVEY:

1.	Net and gross site area calculations were not provided. Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage.
1.a.	Comment addressed.

D. SITE PLAN:

1.	Revise clouding to encompass site area being modified consistent on all sheets.
1.a.	Comment not addressed. Clouding must encompass entirety of properties 259 and 263 W. Hillsboro Blvd. demonstrating work (which includes the modified parking area and ADA crosswalks). Be advised that if additional modifications will be proposed beyond the current proposed locations of the site (i.e. Dunkin Donuts lot), the clouding must be reflective of the changes.
1.b.	Comment addressed.
2.	All data and calculations specific to Dunkin Donuts from the site plan previously approved by City Commission must be retained on this site plan sheet.
2.a.	Comment partially addressed. Refer to 5/5.a. below.
2.b.	Comment addressed.
3.	Proposed Use is listed as Restaurant/Retail. However, no retail is proposed on the site. Remove retail as a proposed use and from the site data table and cloud the row.
3.a.	Comment addressed.
4.	Total area listed in site data table (40,301 SF) is inconsistent with the total area listed in previously approved site plan (41,301 SF). Provide net and gross site area calculations, ensuring consistency with the site area calculations on survey.
4.a.	Comment not addressed. Omit reference in site area calculation table to previously approved right of way dedication and update the net (39,271 SF) and gross (61,441 SF) site area as referenced in the corrected boundary survey, signed and sealed by Ernest W. Duncan.
4.b.	Comment addressed.
5.	The site plan sheet and data table must retain all the information from the previous site plan approval specific to Dunkin Donuts. Site Data table must include the column with existing calculations as well as

Development Plan Application Comments

	required and proposed. Provide a breakdown of the calculations for the existing restaurant, proposed restaurant, and total for both.
5.a.	Comment not addressed. Apart from the parking data, only total data calculations were provided. Update site data calculations to provide all setbacks (north, south, east, west), floor area, floor area ratio, and height for both the existing Dunkin Donuts and proposed Miami Grill. This will be discussed further at the time of the DRC meeting.
5.b.	Comment addressed.
6.	Proposed wheel stops shall be provided a minimum of 30 inches from the edge of pavement.
6.a.	Comment addressed.
7.	Provide setback dimensions from proposed freestanding signage to property lines to meet Code. Additionally, provide distance measurements.
7.a.	Comment addressed.
8.	Identify and label the rectangular boxes demonstrated on the north and south sides of the proposed building.
8.a.	Comment partially addressed. Correction response sheets states the boxes are the proposed umbrellas; however, there are. Identify and label the rectangular objects demonstrated in the outdoor seating area. Additionally, be advised that garbage receptacles must be provided within the outdoor seating area and the drive-thru exit location.
8.b.	Comment addressed.
9.	Confirm if seating will be covered. If so, ensure the covered area is included within lot coverage and that elevations are provided on elevation sheets for proposed covered seating areas demonstrated on site plan drawing.
9.a.	Comment not addressed. Response sheet states the outdoor seating will be covered by 10X10" umbrellas. Identify the material of the umbrellas and confirm whether they are removable, or can be opened and closed. Details of the coverings must be included in the elevation sheet or site detail sheet and demonstrate compatibility with the Pioneer Grove Design Standards.
9.b.	Comment addressed.
10.	Provide standard parking space details on site plan sheet. Per Schedule C of the Land Development Code, ensure park stop details are demonstrated 30" from the edge of pavement.
10.a.	Comment addressed.
11.	Curbing appears to end and is demarcated with dashed lines. Clarify whether curbing is proposed and ensure plans clearly demonstrate the curbing proposed on site.
11.a.	Comment not addressed. Curbing is inconsistently demonstrated in both dashed and solid lines on the site plan. Revise the site plan to demonstrate the curbing with solid lines if proposed on site.
11.b.	Comment addressed. Existing curbing is demonstrated in dashed lines while proposed curbing is depicted with solid lines.
12.	Provide distance from the proposed entrance of the drive-through lane to the intersection of Hillsboro Blvd. Per Code 98-90(1) no drive-in accessory use shall have an entrance or exit for vehicles which is located closer than 30 feet to any intersection of public streets.
12.a.	Comment addressed.

Development Plan Application Comments

13.	Provide distance from the proposed drive-through lanes to the front yard and street side yards to ensure compliance with Code Section 98-90(2). Note: Per Code Section 98-90(2) No drive-in accessory use shall project into any front yard or, if applicable, street side yard further than the principal building.
13.a.	Comment addressed.
	NEW COMMENT 12/13/21
14.	Confirm the proposed customer service area (CSA) calculation provided in the site data table is consistent with the established Code definition. Per Code Section 98-3, Customer service area (CSA) means <i>“the gross floor area used for ordering, customer queuing, seating or standing (indoor and/or outdoor) in an establishment for food or beverage service or consumption, or both. CSA does not include the floor area used for food/drink preparation, storage, bathrooms, hallways and customer waiting areas.”</i>
14.a.	Comment addressed.
15.	Site plan demonstrates a proposed ADA ramp to the north of the drive-through lane without any crosswalk striping. Confirm whether the ADA ramp is intended for the fire exit. If so, demonstrate ADA crosswalk striping within the drive-thru lane.
15.a.	Comment addressed.

E.

ELEVATIONS:	
1.	Proposed building is demonstrated as a modular building. Elevations provided do not meet the requirements of Code Section 78-7(b)[attached]. Applicant must show how the proposed building shall meet these requirements.
1.a.	Comment addressed.
2.	Property is located within the Pioneer Grove Architectural District. Ensure the Pioneer Grove design guidelines are met with proposed elevations. Paint color, architectural treatments, and style must comply with standards.
2.a.	Comment addressed.
3.	Dimensions of all features of elevations were not demonstrated on elevations. Per Section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture.
3.a.	Comment not addressed. Revise the elevation sheet with the following: 1. Update elevation drawings to reflect the proposed texture and building materials (i.e. Daltile Stacked Stone, Uniform Wood, etc. 2. Update material and color legend to depict the colors and materials as proposed.
3.b.	Comment partially addressed. Material and color legend on Sheet EL-3 does not include the proposed color for umbrellas (according to Site Details Sheet C-06, color is SW 6788 – Capri) or for color/material no.6. Additionally, the color key numbers 1 and 5 are not legible on the demonstrated color samples. Relocate the key numbers or update the format so they are legible and clearly visible. Staff recommends the Applicant consider omitting the color sample sheet and incorporating the sample colors into the legends of each elevation and site detail sheet.
3.c.	Comment addressed.
4.	Building material was not identified on any legend or identified on the plans. Per Code Section 78-7(b)13. A minimum of two building materials shall be proposed.

Development Plan Application Comments

4.a.	Comment addressed.
5.	Remove “front”, “rear”, right”, and “left” from each elevation title. Provide navigational orientation (i.e. north, south, east, west) of all proposed elevations demonstrated on elevation sheets.
5.a.	Comment addressed.
6.	Height is measured incorrectly and must be revised to reflect Code requirement. Per Code Section 98-3, building height is measured as the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof.
6.a.	Comment addressed.
7.	Provide elevations and details of all proposed freestanding signage, including drive through menu boards. Proposed signs shall comply with Chapter 102 Sign Code.
7.a.	Comment not addressed. Providing separate 8.5”x11” plans is not sufficient. Update the elevation sheet to demonstrate details and data calculations (i.e. height, area, setback, etc.) of all proposed ground signs in compliance with Chapter 102 and the Pioneer Grove Design Standards.
7.b.	Comment partially addressed. Details of the menu boards, clearance poles/signs were not provided on site detail or elevation sheets. Combine and relocate all required elevation details of proposed ground signage and clearance pole/sign to the elevation sheets EL-1 or EL-2 or site details sheet C-06 (if an additional site details sheet is needed, you may title the sheet C-06.1 and locate directly behind C-06). <i>Refer to Table A. – Comment 22.</i>
7.c.	Comment addressed.
8.	Clarify what the numbered circles represent on elevation drawings and ensure consistency on legend.
8.a.	Comment addressed.
9.	Per Section 98-13(8)(d)(3) Show the location of all mechanical equipment showing adequate screening. Indicate if equipment is roof and/or ground mounted.
9.a.	Comment not addressed. Revise the elevations to demonstrate the proposed location of the roof-mounted equipment.
9.b.	Comment addressed.
10.	Per Section 78-7(b)(7) A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme.
10.a.	Comment partially addressed. Elevation sheet and the separate 8.5”x11” sheets demonstrate colors (i.e. pink) inconsistent from one another. Ensure the plans accurately depict the proposed work. Further, Staff recommends consideration to the following modifications: - Replace the Lazy Gray to Iron Ore for battons and awnings. - Replace the proposed Daltile Uniform Wood Colorbody UW14 with more natural wood color demonstrating a darker red appearance. This will be further discussed at the of the DRC meeting.
10.b.	Comment partially addressed. Although the sheets must be omitted from the plan

Development Plan Application Comments

	sets, be advised that A-1 & A-2 demonstrate the proposed colors in areas of the elevations varying from the other elevation plans. Rendering sheet EL-4 also demonstrates outdoor seating with individual chairs and a white umbrella which is inconsistent with the circular metal bench and capri blue umbrella proposed in the plan set. Ensure any renderings or visual representations accurately reflect the proposed work.
10.c.	Comment addressed.
11.	Elevation sheet provided in 11"x17" and digital set are inconsistent with sheets included in 24"x36" set. Ensure consistency throughout all plan sets.
11.a.	Comment addressed.
12.	Additional comments related to the elevations may be issued upon resubmittal of a more detailed elevation plan.
12.a.	Comment acknowledged.
NEW COMMENT 12/13/21	
13.	Clarify what the black coloring of the parapet demonstrated on the <i>North Elevation</i> drawing represents.
13.b.	Comment addressed.
NEW COMMENT 4/11/22	
14.	The proposed directional signs exceed the maximum allowable height of 3 feet for directional signage per Code Section 102-8(f)(4). Additionally, the proposed ground mounted signage does not demonstrate compatibility with the Pioneer Grove Architectural District or the proposed development. Incorporating the same colors and materials as proposed on the building is required.
14.a.	Comment addressed.

F. FLOOR PLANS:

1.	Several unidentified rectangular objects are demonstrated on floor plan drawing. Per 98-13(8)(e)(1) Show the complete dimension of each room (and outdoor seating areas), labeling any permanent feature.
1.a.	Comment not addressed. Identify what the black lines/objects along the perimeter walls represent. Additionally, label the locations of the counters, cashier areas, and where the fryers and appliance locations are proposed.
1.b.	Comment addressed.
2.	Demonstrate outdoor seating and customer service area on floor plans. Per Section 98-13(8)(e)(2) Provide the proposed uses (i.e. office, customer service area, non-CSA) on the floor plan ensuring all uses proposed are clearly dimensioned and demonstrated consistent with parking calculations listed on site plan sheet.
2.a.	Comment not addressed. Outdoor seating area was not demonstrated on the floor plans. Be advised that per Code Section 98-3, <i>Customer service area (CSA)</i> means the gross floor area used for ordering, customer queuing, seating or standing (indoor and/or outdoor) in an establishment for food or beverage service or consumption, or both. CSA does not include the floor area used for food/drink preparation, storage, bathrooms, hallways and customer waiting areas.

Development Plan Application Comments

	Ensure the outdoor seating area demonstrates compatibility with the Pioneer Grove Design Standards and Section 78-7(d).
2.b.	Comment addressed. (Seating okay as shown on C-06)
3.	Omit Floor Plan Coded Notes and General Notes tables as they are not applicable to the provided drawing.
3.a.	Comment addressed.

G.

PHOTOMETRIC PLAN:	
1.	Color of light poles was not provided. Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing building material and color. Details can be provided on an elevation details sheet or separate photometric sheet.
1.a.	Comment partially addressed. Although the light pole details were provided, wall lighting is proposed on the elevation sheets that were not detailed on the photometric plan. Revise the photometric plan sheet E1.1 to include the wall lighting details, including color and material. Further, ensure the illumination colors are provided for all lighting proposed on the site.
1.b.	Comment not addressed. Rectangular vertical wall lighting and under-awning light fixtures proposed on the elevation sheets are not identified or detailed on sheets E1.1 and E1.2. Additionally, fixtures <i>W-1</i> and <i>REM</i> demonstrated on the E1.1 and E1.2 are not proposed on the elevation plans. Revise the photometric plans to accurately detail the existing and proposed fixtures. Remove all references to any lighting which will not exist on the site.
1.c.	Comment addressed.
2.	Per Code Section 98-88(j)(5) Lighting Standards, the intensity of illumination shall provide an average of one footcandle equal to one lumen per square foot and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-fourth footcandle. Ensure exterior areas demonstrate compliance with lighting standards.
2.a.	Comment not addressed. Proposed Calculation Summary tabulation demonstrates minimum illumination levels less than .25 FC, and the averages exceed 1 FC. Per Code Section 98-88(5)(2)a., the intensity of illumination shall provide an average of one footcandle equal to one lumen per square foot, and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-fourth footcandle.
2.b.	Comment addressed.
NEW COMMENT 12/13/21	
3.	Sheet E1.1. contains table ' <i>Luminaire Schedule</i> ' which references "REM" and "W1" with the following description: "See Building Lighting Plan E1.1. for Specification"; however, no specifications were provided. Correct the table to reference all lighting proposed on the site with clear and concise descriptions.
3.a.	Comment not addressed.
3.b.	Comment addressed.
4.	The existing concrete light power pole located near the middle of the south property line at 273 W. Hillsboro was not demonstrated on the photometric plan. Per Section 98-13(8)(h)(5) Provide the location of all existing off site lighting, including rights-of-

Development Plan Application Comments

	way lighting.
4.a.	Comment addressed.
5.	Revise the plan to demonstrate lighting in the outdoor seating area compatible with the Pioneer Grove Design Standards and Code Section 78-7. Ensure the site plan and all other sheets are update to reflect the change.
5.a.	Comment addressed. Applicant states the existing lighting provides sufficient illumination and has been demonstrated on the plans.

H. ADDITIONAL COMMENTS:

1.	Submit Circulation Plan demonstrating safe traffic flow, circulation, and stacking with existing and proposed restaurants. Specifically, this plan must include the following: 1. Show evidence that vehicles entering the property from Hillsboro Blvd. can safely turn into the drive-through and provide turning radius. 2. Resolve conflict of vehicles moving north past proposed restaurant which enter into the southbound lane exiting onto Hillsboro Blvd. Two-way traffic merges into one lane. 3. Proposed exit from drive-through does not have the ability to turn left without entering into the wrong lane and the radius does not appear to make it a fluid movement. In addition, site visibility poses a problem from vehicles heading south. 4. Provide evidence of merge turn radius from two drive-through lanes to one merged lane.
1.a.	Comment not addressed. As the site intends to operate as a combined use with two fast-food restaurants thats entrances and exits do not align, Staff is requesting the applicant provide an feasibility analysis on the reconfiguration of the site in order to alleviate additional conflicts to the circulation of the site. The analysis should provide an assessment of the following site modifications: - The elimination/relocation of existing parking spaces along the south and east property line of 273 W. Hillsboro Blvd. - Relocating the Dunkin Donuts drive aisle north to align with the proposed Miami Grill drive-through access. Refer to the traffic review comments included in this DRC Summary Letter. Internal circulation and traffic will be discussed further at the time of the DRC meeting.
1.b.	Comment addressed.
2.	Per Code Section 98-90(2) Provide evidence that the proposed stacking area is a minimum of 80 feet in length from the ordering area. Demonstrate vehicles within stacking area to ensure compliance with Code.
2.a.	Comment addressed.
	NEW COMMENT 12/13/21
3.	The drawings on circulation plan sheet C-05.2 do not include a legend or titles. Identify what is being demonstrated on the diagrams and provide a legend as necessary.
3.a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Miami Grill	Application No.:	15-B1-201Rev. 1
Reviewer Name:	Harold Hoyte	Project Address:	259-263 W Hillsboro Blvd.
Department/Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	6/22/22		
Submittal No.:	4		

A. LANDSCAPING PLAN:

1.	The plans submitted are part of a larger site; submit the landscape plan for entire site for a comprehensive review. Keep existing plans, however add the overall landscape plan with plant list and associated landscape calculations.
1.a	Comment addressed. 11/30/21
	NEW COMMENTS 11/30/21
2.	Add foundation planting, trees or palms per Section 98-80 (e) (14).
2.a	Comment not addressed. North, west and south facades foundation planting beds are less than 5 feet.
2.b	Comment addressed, does not apply. 6/22/22
3.	Step down Cocoplum and existing Buttonwood hedges per Section 98-80 (k)(3) with suitable shrub or groundcover to create a layered effect.
3.a	Comment addressed.
4.a	The overall permeable area on the Landscape sheet L-02 shall match that of the Site Plan sheet C-05.
4.b	Comment addressed.
	NEW COMMENTS 3/29/22
5.	Palms and tree shown in pavement on west revision cloud. Revise plan and plant list accordingly.
5.a	Comment addressed. 6/22/22
6.	Add shrubs to terminal islands per Section 98-80(e)(11)
6.a	Comment addressed. 6/22/22
7.	Show mitigation calculations for trees and palms removed.
7.a	Comment addressed. 6/22/22. No mitigation required.

B. IRRIGATION PLAN:

1.	Submit a full set of irrigation plans for review.
1.a	Comment addressed. 11/30/21
	NEW COMMENTS 3/29/22
2.	Revise L-04 to reflect landscape revisions.

Development Plan Application Comments

2.a	Comment addressed. 6/22/22
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Rev. 1 Miami Grill Major Site Plan	Application No.:	15-B1-201
Reviewer Name:	Alfonso Orellana	Project Address:	259,263,273 W Hillsboro Blvd.
Department/Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	11-23-25		
Submittal No.:	2		

A.

SITE PLAN:

1.	Per Sec. 98-13. (j)(ii) - Requirements for development review— Development plan submittal, provide “Preliminary flood routing and water quality calculations supporting the surface water management elements, weir elevation and design finished floor elevation shall be provided as supporting documentation.”
1.a	COMMENT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	MIAMI GRILL	Application No.:	15-B1-201 REV 1
Reviewer Name:	FPO Richard Johnson		
Department / Division:	BSO FIRE PREVENTION		
Position:	LT		
Date of Review:	11/12/21		
Submittal No.:	2		

A. APPLICATION / GENERAL COMMENTS:

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

1.	SITE PLAN IS APPROVED AS SUBMITTED
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Miami Grill, Major Site Plan Rev-1	Application No:	15-B1-201
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	11/15/2021		
Submittal No:	Submittal 2		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 259-263 W Hillsboro Blvd, Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Miami Grill	Application No.:	15-B1-201 Rev-1
Reviewer Name:	Bryan Kelley	Project Address:	259-263 W. Hillsboro Blvd
Department/Division:	Traffic Engineering		
Position:	Traffic Review		
Date of Review:	04-14-22		
Submittal No.:	4		

A.	SITE PLAN:
	NEW COMMENT 12/13/2021
1.	Analyze and explore the feasibility of modifying the Site Plan so that the Dunkin Donuts drive aisle is shifted north and align with the proposed Miami Grill drive through access. This modification would reduce some parking but would increase the driveway throat distance from Hillsboro Boulevard and improve vehicle circulation and safety.
1.a.	Comment Addressed.

B.	TRAFFIC STUDY METHODOLOGY:
1.	Count and analyze Hillsboro Boulevard at NW 2 nd Terrace and Hillsboro Boulevard at NW 3 rd Avenue. The analysis should include existing, background, and total traffic conditions and should address the 95 th percentile queues for the left turn lanes. Counts and analysis should consist of midday and PM peak hours.
1.a.	Comment Addressed.
2.	Driveway trips should include both the existing and proposed trips.
2.a.	Comment Addressed.

C.	QUEUE ANALYSIS:
1.	The queue analysis should utilize the 95 th percentile queue observed instead of the average peak hour queue.
1.a.	Comment Addressed.
2.	Since the Miami Grill does not have an indoor dining area, the percentage of vehicles using the drive through lane will be higher than a typical fast-food restaurant. Therefore, this situation should be accounted for in the queueing analysis and a reduction factor from the larger surrogate Miami Grill (which appears to have indoor dining) should not be used.
2.a.	Comment Addressed.
3.	A by-pass lane within the queue line is recommended in the event that motorists want to exit the line. This would potentially help reducing queueing.

Development Plan Application Comments

3.a.	Comment Addressed.
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DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Miami Grill

Property Owner: K&S HILLSBORO LLC

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Kristin DiPierro/ Thomas Engineering Group

Address of Property: 259-263 W. Hillsboro Blvd.

Legal Description of Property (lot, block, tract, subdivision): See attachment A

Description of Project: Prop. 1,129 SF Miami Grill drive-thru restaurant and associated parking, drainage and utility improvements.

New Development (Y/N):	<u>No</u>	Modification to Existing Development (Y/N):	<u>Yes</u>
Zoning District:	<u>B-1</u>	Future Land Use Category:	<u>Commercial</u>
Existing Use:	<u>Restaurant</u>	Proposed Use:	<u>Restaurant</u>
Lot Area (acres):	<u>0.90</u>	Number of Dwelling Units (proposed):	<u>0</u>
Sq. Ft. of Structure (existing):	<u>1,858</u>	Sq. Ft. of Structure (proposed):	<u>1,129</u>

Agent Signature: Kristin DiPierro

Name Printed: Kristin DiPierro

Address: 6300 NW 31st Avenue, Ft. Lauderdale

Telephone: (954) 202-7000

Email: kdipierro@thomaseg.com

Owner Signature: Michael Koroghlian

Name Printed: Michael Koroghlian

Address: 6685 Collier Blvd, Naples, FL 34114

Telephone: 305-766-3723

Email: mkoroghlian@naplesdonut.com



DEC 21 2020
Received
Planning & Dev. Svcs.



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

No contributions have been made.

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

None known.

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

None known.

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
 5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
 6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Michael Koroghlian, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]

Signature

9/7/22

Date

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

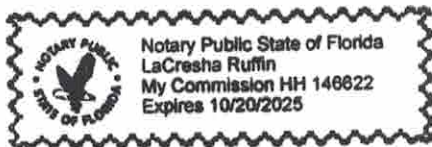
notarization, this 7th day of September, 2022 by

Michael Koroghlian (Affiant), who is personally

known to me or has produced Florida 24-543-75-0070 identification.

My commission expires: 10/20/2025

Commission No.: HH 141622



[Signature]

(Signature of Notary Public - State of Florida)

LaCresha Ruffin

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



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

No contributions have been made.

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

None Known.

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

None Known.

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

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

I, Kristin DiPierro, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Kristin DiPierro
Signature

5/18/2022

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 18th day of May, 2022 by

Kristin DiPierro (Affiant), who is personally

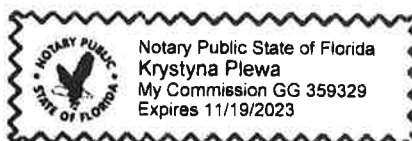
known to me or has produced _____ identification.

My commission expires: 11/19/23

Commission No.: GG359329

Krystyna Plewa
(Signature of Notary Public - State of Florida)

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





DISCLOSURE AFFIDAVIT

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

I, Ryan Thomas, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Roth
Signature

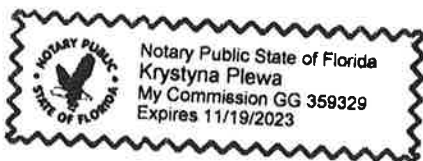
9-21-21
Date

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

notarization, this 21 day of September, 2021 by
Ryan Thomas (Affiant), who is personally
known to me or has produced _____ identification.

My commission expires: 11/19/23

Commission No.: GG 359329



Krystyna Plewa
(Signature of Notary Public - State of Florida)
Krystyna Plewa
(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

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

I, Matthew J. Cigale, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Matthew J. Cigale
Signature

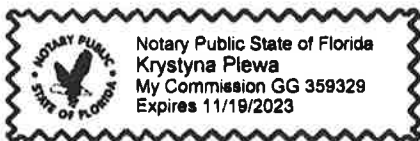
9/21/2021
Date

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

notarization, this 21 day of September, 2021 by
Matthew Cigale (Affiant), who is personally
known to me or has produced _____ identification.

My commission expires: 11/19/23

Commission No.: GG 359329



Krystyna Plewa
(Signature of Notary Public - State of Florida)

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

LEGAL DESCRIPTION:

LOTS 1, LESS THE EAST 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND ALL OF LOTS 2 AND 3, BLOCK 1 "GROVE PARK INDUSTRIAL CENTER",ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THE SOUTH 7' FOR ROAD RIGHT-OF-WAY

ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.

GROSS AREA = 61,440 SQ. FT / 1.410 ACRES
NET AREA = 39,271 SQ. FT. / 0.901 ACRES

ERNEST W. DUNCAN P.S.M. 5182

521 SE 5TH COURT
POMPANO BEACH, FL. 33060

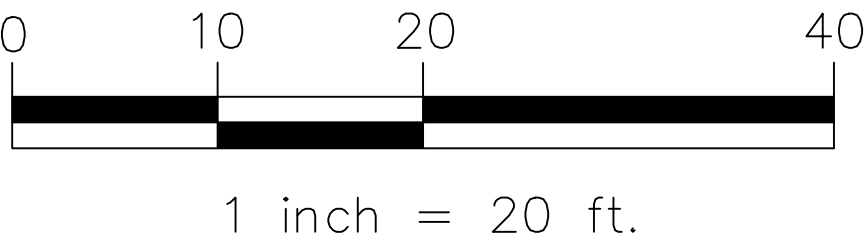
BOUNDARY SURVEY
(FINAL)

PHONE: (754) 264-2166
FAX: (954) 827-0535

JOB NO. 083016

PROPERTY ADDRESS: 259, 263 & 273 WEST HILLSBORO BLVD
DEERFIELD BEACH, FLORIDA 33441

Scale: 1" = 20'



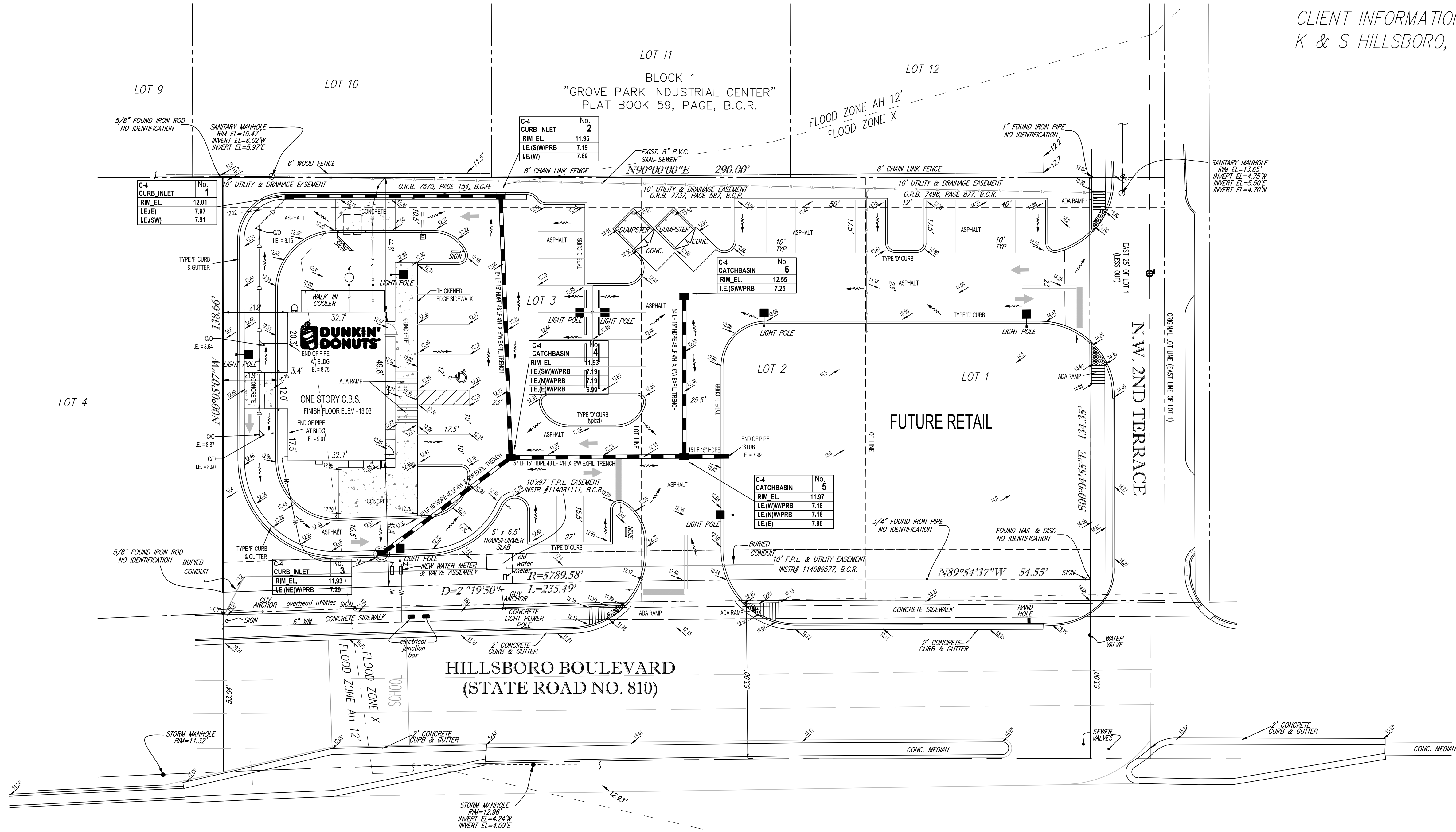
CLIENT INFORMATION:
K & S HILLSBORO, LLC

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH RIGHT-OF-WAY LINE OF HILLSBORO BOULEVARD PER THE RECORDED PLAT OF "GROVE PARK INDUSTRIAL CENTER" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47, BROWARD COUNTY PUBLIC RECORDS.
2. BENCHMARK REFERENCE: BROWARD COUNTY ENGINEERING DEPARTMENT BENCHMARK NO. 2989, ELEV.=12.509' NGVD
3. MINIMUM LINEAR ACCURACY OBTAINED:
1 FOOT IN 7,500 FEET AS REQUIRED FOR A SUBURBAN SURVEY
4. A OWNER'S TITLE POLICY PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, #0F6-4118746, EFFECTIVE DATE OF AS WELL AS A CUURENT TITLE SEARCH PREPARED BY FIRST AMERICAN TITLE INSURAANCE COMPANY, # 566-036, EFFECTIVE DATE OF 10/28/2020 AT 8:00 AM HAS BEEN REVIEWED AND ALL EASEMENT OF RECORD AND SURVEY RELATED MATTERS CONTANIED WITHIN SAID DOCUMENTS HAVE BEEN DEPICTED.
5. SURVEYOR HAS MADE NO ADDITIONAL RESEARCH OF THE PUBLIC RECORDS. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS.
6. NO ATTEMPT WAS MADE TO LOCATE ANY UNDERGROUND IMPROVEMENTS, OVERHEAD UTILITIES, (POWERLINES, ETC) FOUNDATIONS OR WETLANDS.

FLOOD ZONE INFORMATION:

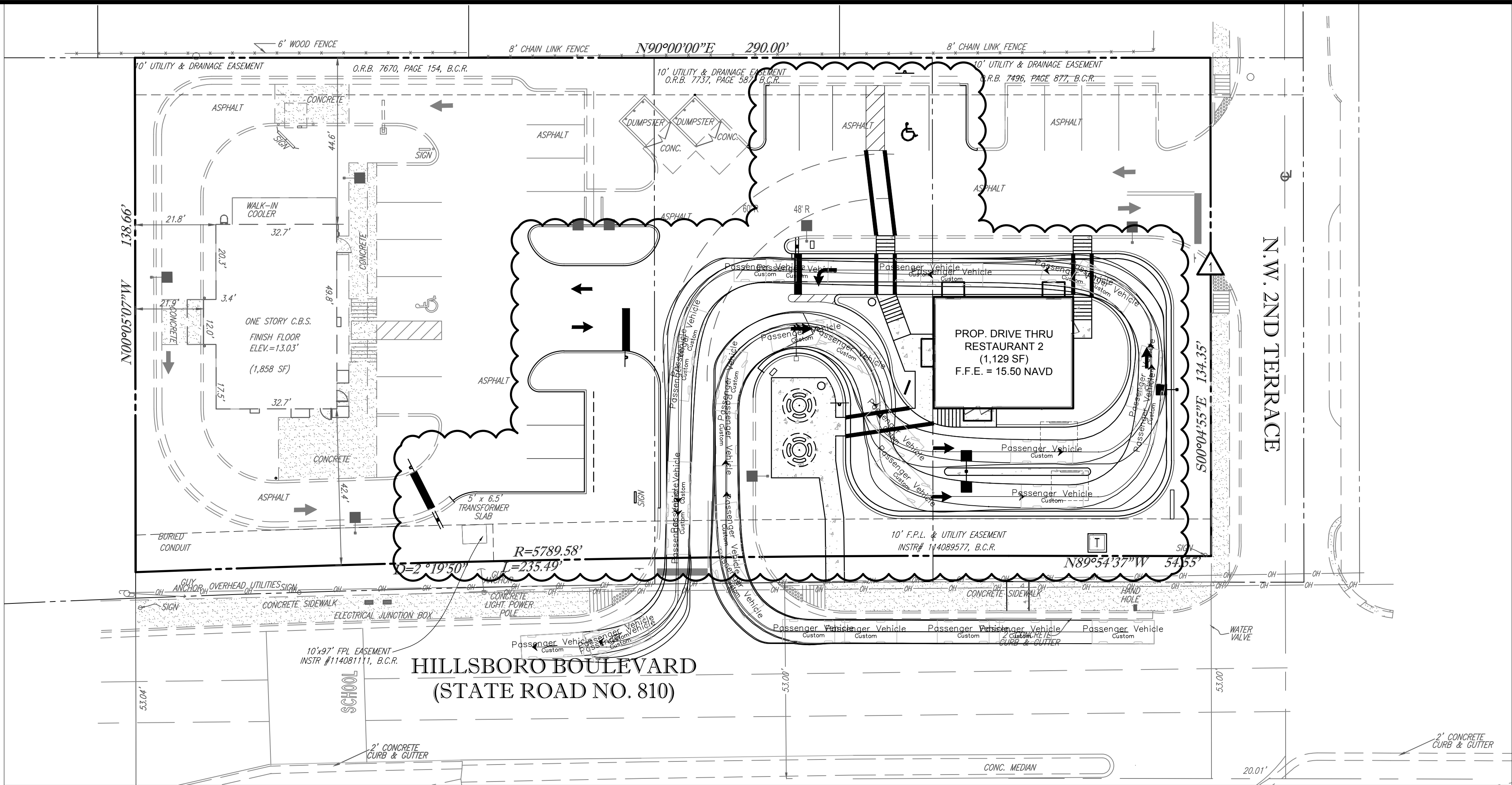
FLOOD ZONE: X/ AH 12'
MAP # 12011C 0178 H
INDEX DATE: 08/18/14
CITY OF DEERFIELD BEACH 125101
MAP DATE: 08/18/14



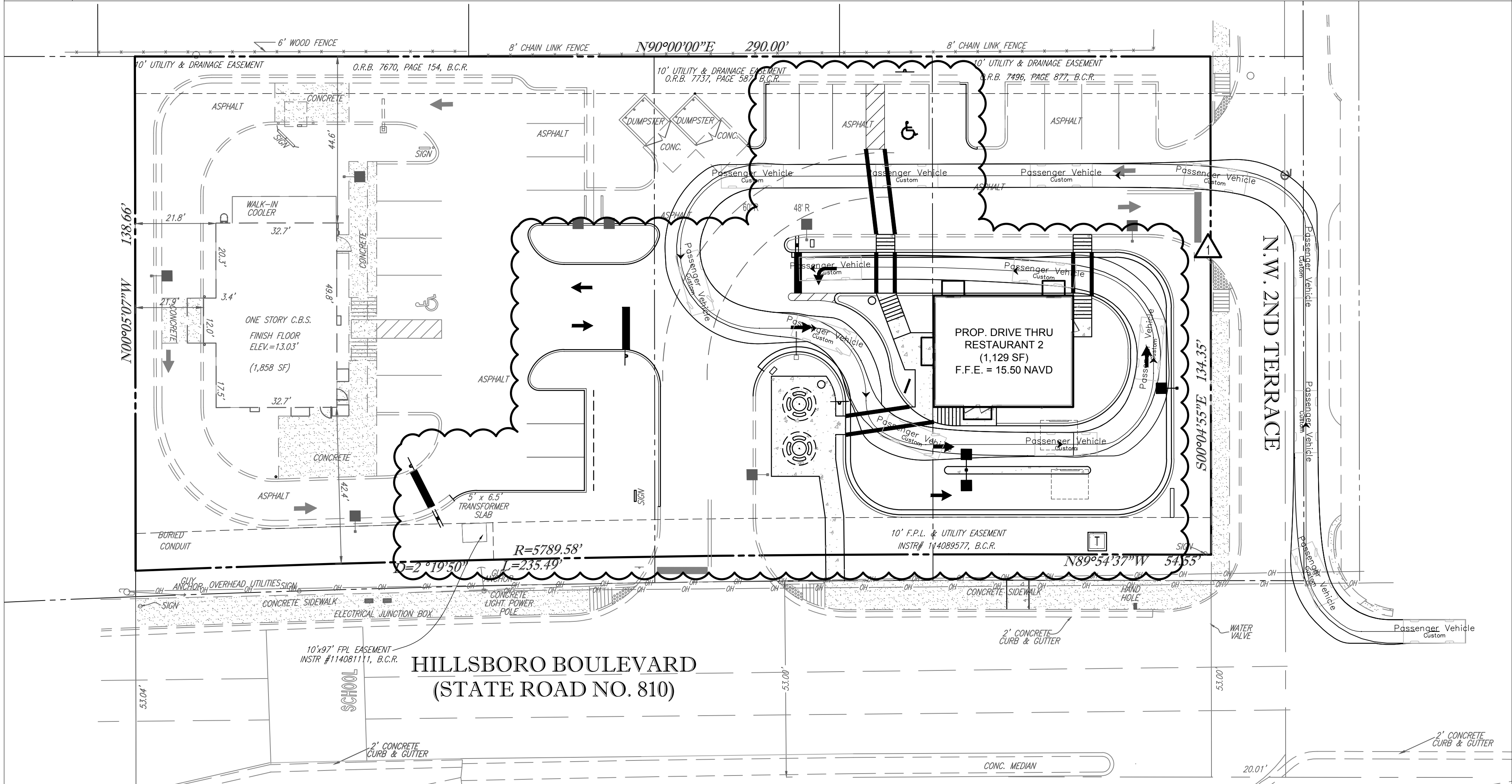
- SYMBOL
- ELECTRIC BOX
 - FIRE HYDRANT
 - CATCH BASIN
 - WATER METER
 - EXISTING ELEVATION
 - WATER VALVE
 - UTILITY POLE
 - LIGHT POLE
 - CABLE BOX
 - TELEPHONE BOX
 - OVERHEAD LINE (OH)
 - CHAIN LINK FENCE (C.L.F.)
 - WOOD FENCE (W.F.)

ADD AREA CALCULATIONS 5/11/21
UPDATE SURVEY 11/30/20
DATE OF SURVEY 2/9/17

ERNEST W. DUNCAN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER No. LS 5182
STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

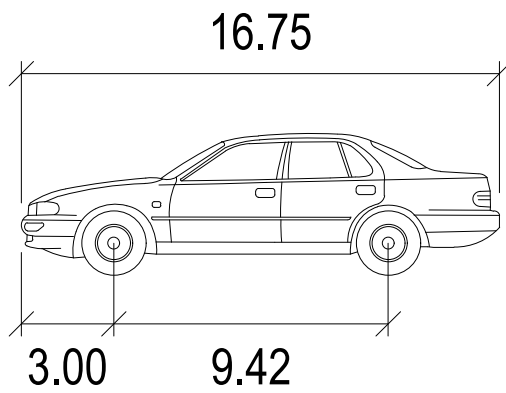


1 DRIVE-THRU CIRCULATION FROM HILLSBORO BLVD.



2 DRIVE-THRU CIRCULATION FROM NW 2ND TERRACE

VEHICLE USED FOR CIRCULATION



Passenger Vehicle

	feet
Width	: 6.33
Track	: 6.33
Lock to Lock Time	: 6.0
Steering Angle	: 26.4

THOMAS

ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

4850 W. KENNEDY BLVD.
SUITE 200
MIAMI, FL 33148
P: 561-203-7503

125 W. INDIANTOWN RD.
SUITE 100
JUPITER, FL 33458
P: 813-379-4100

REV.	DATE	COMMENT	BY
1	03/03/2022	SITE PLAN MODIFICATION	KND

811

KNOW WHAT'S BELOW
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www.callsunshine.com

PROJECT No.:	F200079
DRAWN BY:	JFV
CHECKED BY:	KD
CAD ID:	F200079 - CIRCULATION PLAN

PROJECT:
MIAMI GRILL
259, 263, 273
WEST HILLSBORO BLVD.
FOR
K & S HILLSBORO, LLC

CITY OF DEERFIELD BEACH
BROWARD COUNTY
FLORIDA

THOMAS

ENGINEERING GROUP

6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

STATE OF FLORIDA

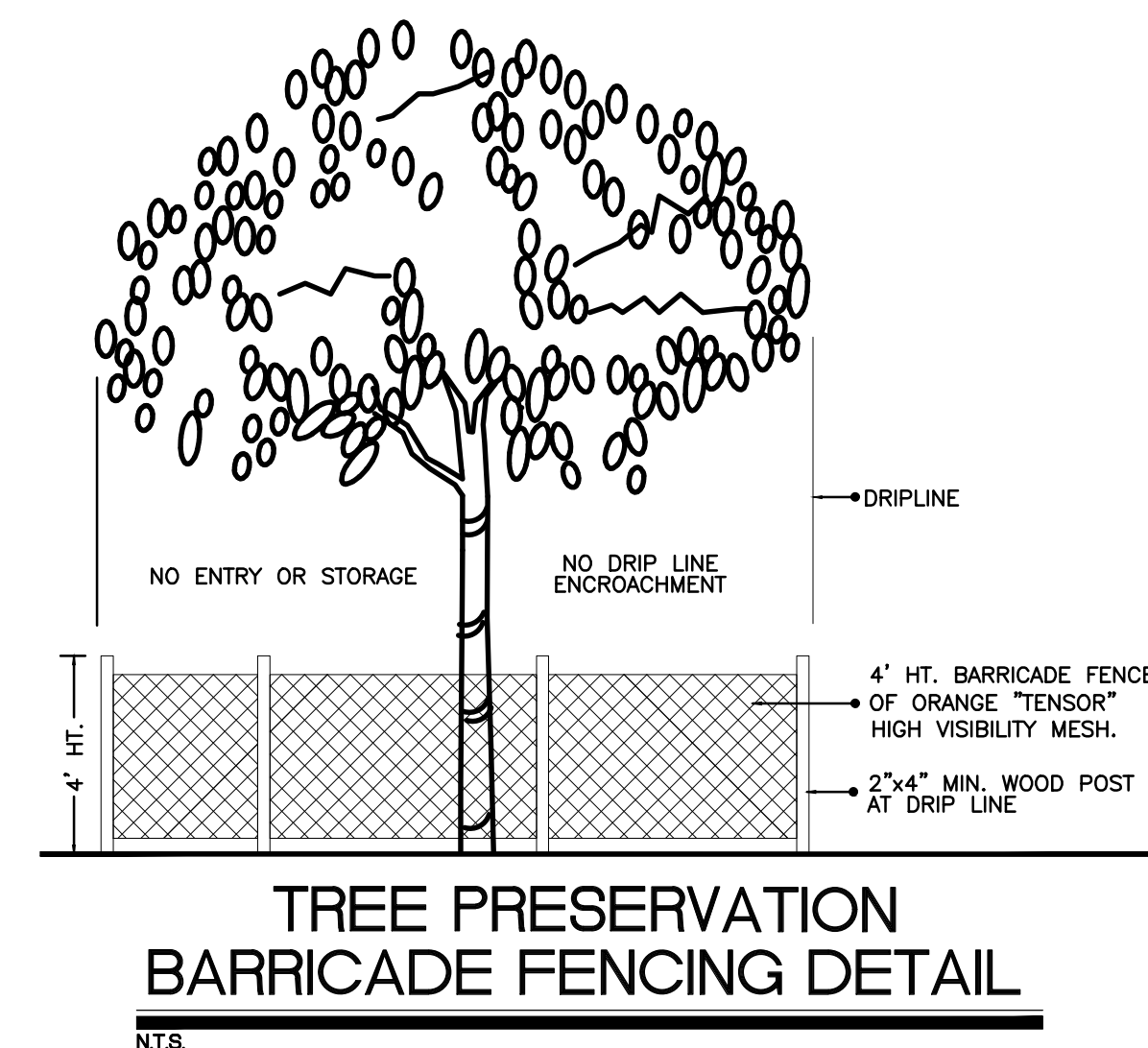
PROFESSIONAL ENGINEER

No. 04380

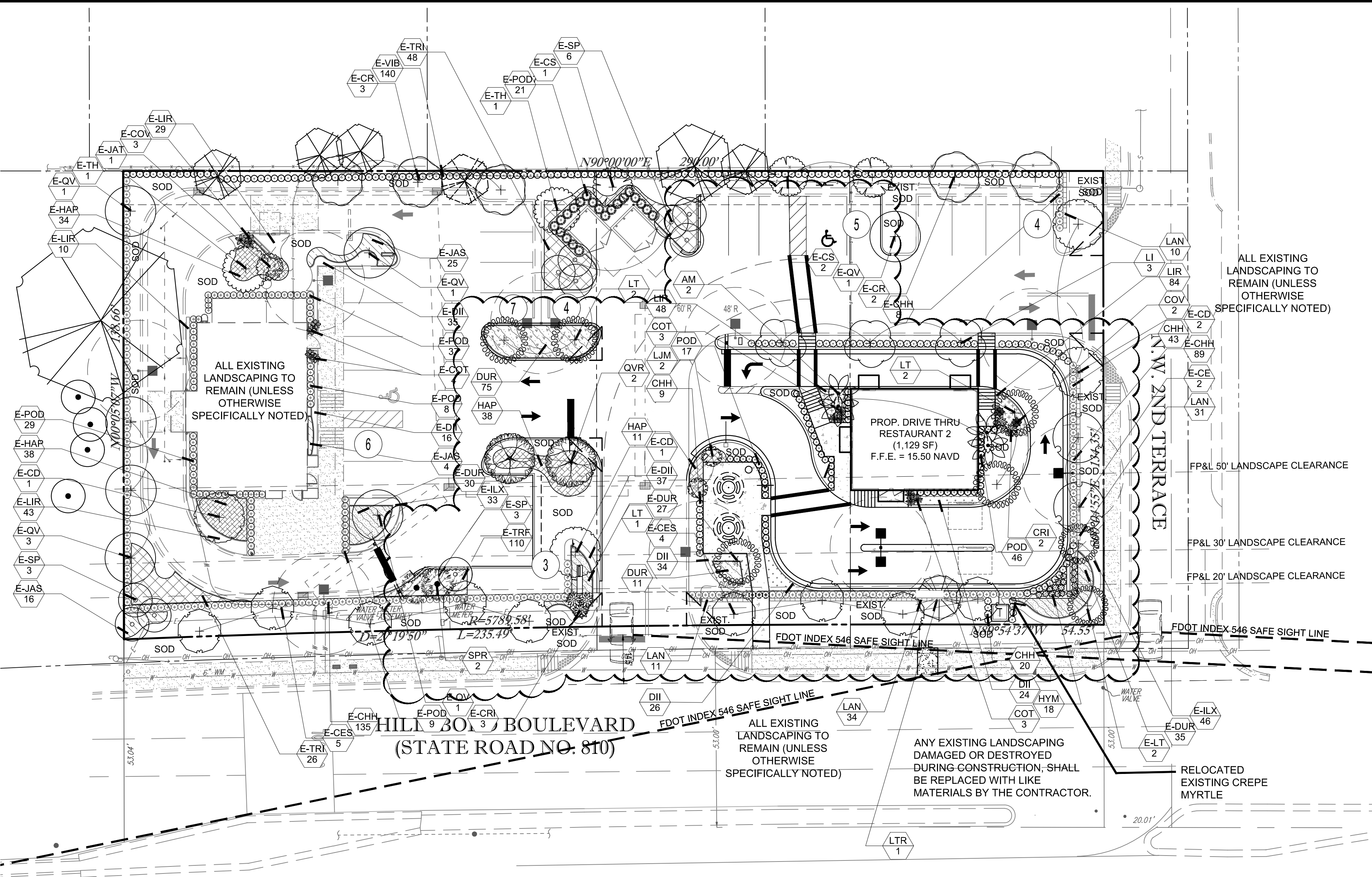
MAY 18, 2022

FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
CIRCULATION PLAN
SHEET NUMBER:
C-05.2



LOT 1, LESS THE EAST 25 FEET THEREOF FOR ROAD
RIGHT-OF-WAY, AND ALL OF LOT 2, AND 3 BLOCK 1,
"GROVE PARK INDUSTRIAL CENTER", ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47,
OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



GENERAL LANDSCAPING REQUIREMENTS

1. Tree removal permits are required for all tree removals, to be obtained from the Building Department.
2. Landscape permits are required before any planting occurs. Permits are obtained from the Building Department.
3. Trees are to be planted at a depth so that the root-flare and top of first order root(s) are fully visible, with 10% of the height of the rootball above grade. Reflect this in planting detail.
4. An irrigation plan and specifications for the system must be included with the landscape plans when submitting for permit. The irrigation system shall be designed to have a minimum of 150% coverage. The system must include a rain sensor.
5. All trees adjacent to FP&L powerlines are required to comply with the FP&L Right Tree Right Place guidelines.
6. All swales are required to be sodded with St. Augustine "Floratum" sod and irrigated by an automatic sprinkler system with 150% coverage.
7. Landscape ordinance specifications on irrigation and installations supersede any notes on the plan.
8. All proposed and existing plant material on site must meet FL #1 standards as stated in Code.
9. All landscape plant materials, installation, maintenance and preservation shall be in accordance with the City of Deerfield Beach Land Development Code, Section 98-80 and 98-91.
10. It is required that the landscape contractor schedule an on-site pre-construction meeting with the City Landscaper.
11. The completed installation shall be certified by the firm providing the design, per 98-80 (i).

NOTE: ALL INSTALLATION AND SELECTION OF PLANT MATERIALS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION ENGINEERING SIGHT LINE DETAILS R-13 AND R-14 ACCORDINGLY.

NOTE: LANDSCAPE AREAS TO BE MAINTAINED TO EDGE OF PAVEMENT IN RIGHTS-OF-WAY.

NOTE: ALL LANDSCAPE AREAS SHALL BE IRRIGATED FROM A NON-POTABLE WATER SOURCE AND SHALL HAVE A MINIMUM 50% OVERLAP.

PLEASE REFER TO SHEET L1.0 FOR TREE DISPOSITION PLAN, SHEET L-2.1 FOR PLANTING DETAILS, AND SHEET L-2.2 FOR GENERAL LANDSCAPE NOTES.

ALL SOD TO BE STENOTAPHRUM SECUNDATUM, V. 'ST. AUGUSTINE', UNLESS OTHERWISE NOTED.

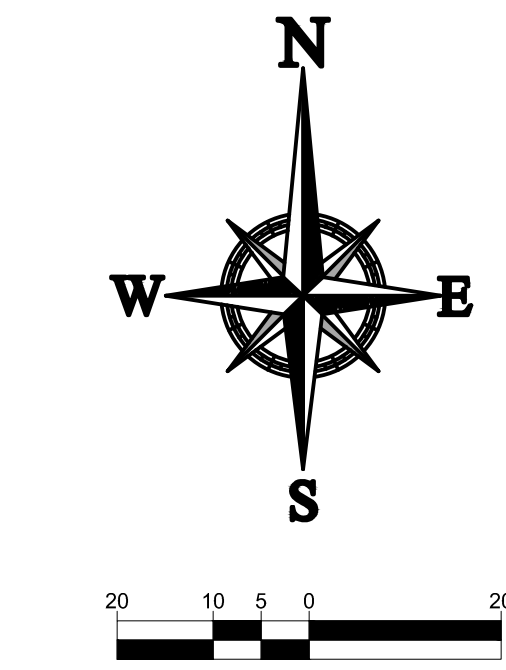
TREES DESIGNATED WITH AN "E" ARE EXISTING AND SHALL REMAIN, OTHERWISE NOTED.

NEW PLANT MATERIAL

TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
LI	3	Crape Myrtle	Lagerstroemia indica 'Tuskegee'	25 gal	multi-trunk	10-12' Ht	6'	No	High	4' CT
LT	5	Crape Myrtle Coral Pink	Lagerstroemia x 'Tuscarora'	25 gal	2.5" Cal	10-12' Ht	5-6'	No	High	4' CT
RELOCATED PALMS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
SPR	2	Cabbage Palmetto	Sabal palmetto	NA			varies	Yes	High	
RELOCATED TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
LTR	1	Crape Myrtle Coral Pink	Lagerstroemia x 'Tuscarora'	25 gal	3.5" DBH	14-16' ht.	8-10'	No	High	4' CT
QVR	2	Southern Live Oak	Quercus virginiana	NA				Yes	High	Relocated
PALMS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
AM	2	Manila Palm	Adonidia merrillii	45 gal		14'-16' oa HTS		No	High	Triple-trunk
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
CHH	72	Red Tip Cocoplum	Chrysobalanus icaco 'Red Tip'	NA	24"	24"	24"	Yes	High	Full to base
COT	6	Black Magic TI Plant	Cordyline terminalis 'Black Magic'	7 gal	As Shown	30"	24"	No	Medium	3 ppp
COV	2	Croton	Codiaeum variegatum 'Pictum'	7 gal	As Shown	30"	24"	No	Medium	3 ppp
CRI	2	'Queen Emma' Crinum	Crinum augustum 'Queen Emma'	15 gal	As Shown	48"	48"	No	Medium	Full to base
HYM	18	Spider Lily	Hymenocallis latifolia	n/a		18"	18"	Yes	High	
LJM	2	Japanese Privet	Ligustrum japonicum	-		6-7' Ht	4-5'	No	High	3' clear multi-trunk
POD	63	Shrubby Yew	Podocarpus macrophyllus maki	-	24"	36"	24"	No	Medium	full to base
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
DUR	86	Sky Flower	Duranta repens 'Dwarf Golden'	n/a		16-18"	16-18"	Yes	High	Full
HAP	49	Dwarf Fire Bush	Hamelia patens 'compacta'	n/a	24"	18-24"	18-24"	Yes	High	Full to base
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
DII	84	White African Iris	Dietes iridioides	n/a	18"	12-14"	8-10"	No	Medium	
LAN	86	Gold Mound Lantana	Lantana camara 'Gold Mound'	n/a	16"	12-14" Ht	14-16"	Yes	High	sterile species
LIR	132	Lily Turf	Liriope muscari	n/a	16"	12-14"	10-12"	No	High	Full clumps

EXISTING PLANT MATERIAL

TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-CD	4	Pigeon Plum	Coccoloba diversifolia	B & B	3" Cal	14' Ht	6'	Yes	High	5' CT
E-GE	2	Green Buttonwood	Conocarpus erectus	B & B	3" Cal	14' Ht	6'	Yes	High	4.5' CT
E-CES	9	Silver Button Wood	Conocarpus erectus sericeus	25 gal	2.5" Cal	10' Ht	6'	Yes	High	4' CT
E-CR	5	Balsam Apple	Clusia rosea 'Pitch Apple'	B & B	3" Cal	14' Ht	6'	Yes	High	5' CT
E-CS	3	Orange Delger Tree	Cordia sebestena	25 gal	2.5" Cal	10' Ht	5'	Yes	High	4' CT
E-LT	2	Crape Myrtle Coral Pink	Lagerstroemia x 'Tuscarora'	25 gal	2.5" Cal	10' Ht	5'	No	High	standard
E-QV	9	Southern Live Oak	Quercus virginiana	B & B	3" Cal	14' Ht	6'	Yes	High	
E-TH	2	Pink Tabebuia	Tabebuia heterophylla	B & B	3" Cal	14' Ht	6'	No	High	5' CT
PALM TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-SP	12	Cabbage Palmetto	Sabal palmetto	B & B		12-16' dt		Yes	High	staggered Hts. of boosted wood
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-CHH	232	Red Tip Cocoplum	Chrysobalanus icaco 'Red Tip'	NA	24"	24"	24"	Yes	High	Full to base
E-COT	4	Black Magic TI Plant	Cordyline terminalis 'Black Magic'	7 gal	As Shown	30"	24"	No	High	3 ppp
E-COV	3	Croton	Codiaeum variegatum 'Pictum'	7 gal	As Shown	30"	24"	No	Medium	3 ppp
E-CRI	3	'Queen Emma' Crinum	Crinum augustum 'Queen Emma'	15 gal	As Shown	48"	48"	No	Medium	
E-JAT	1	Plerogria Jatropha	Jatropha integririma	25 gal	1.5" Cal	5' Ht	3'	No	High	
E-POD	83	Shrubby Yew	Podocarpus macrophyllus maki	NA	24"	24"	24"	No	Medium	Full to base
E-POD7	21	Shrubby Yew	Podocarpus macrophyllus maki	NA	36"	36"	24"	No	Medium	Full to base
E-VIB	140	Sandakia Viburnum	Viburnum suspensum	NA	24"	24"	24"	No	High	Full to base
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-DUR	92	Sky Flower	Duranta repens 'Dwarf Golden'	n/a		16-18"	16-18"	Yes	High	
E-HAP	72	Fire Bush	Hamelia patens	n/a	24"	18-24"	18-24"	Yes	High	
E-JAS	45	Southern Wax Jasmine	Jasminum simplicifolium	n/a	24"	18"	18"	No	Medium	
E-TRF	110	Dwarf Fakahatchee	Tripsacum dordanum	n/a	18"	18"	18"	Yes	High	
E-TRI	74	Fakahatchee Grass	Tripsacum dordanum	n/a	36"	30-36"	24-36"	Yes	High	
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-DII	88	White African Iris	Dietes iridioides	n/a	18"	12-14"	8-10"	No	Medium	
E-LX	79	Dwarf Scillings Holly	Ilex vomitoria 'Schillings Dwarf'	n/a	18"	12-14"	12-14"	Yes	High	
E-LIR	82	Lily Turf	Liriope muscari	n/a	16"	12-14"	10-12"	No	High	Full clumps
SOD/SEED	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-BAH	8,498 sf	Bahia Grass	Paspalum notatum 'Argentine'	grass					High	



LEGAL DESCRIPTION:

LOT 1, LESS THE EAST 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND ALL OF LOT 2, AND 3 BLOCK 1, "GROVE PARK INDUSTRIAL CENTER", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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REV.	DATE	COMMENT	BY
1	04/07/2021	SITE PLAN MODIFICATION	MDG

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DRAWN BY: JVF
CHECKED BY: KD
CAD LID: F200079 - LANDSCAPE PLAN

PROJECT: MIAMI GRILL
259, 263, 273
WEST HILLSBORO BLVD.
FOR
K & S HILLSBORO, LLC

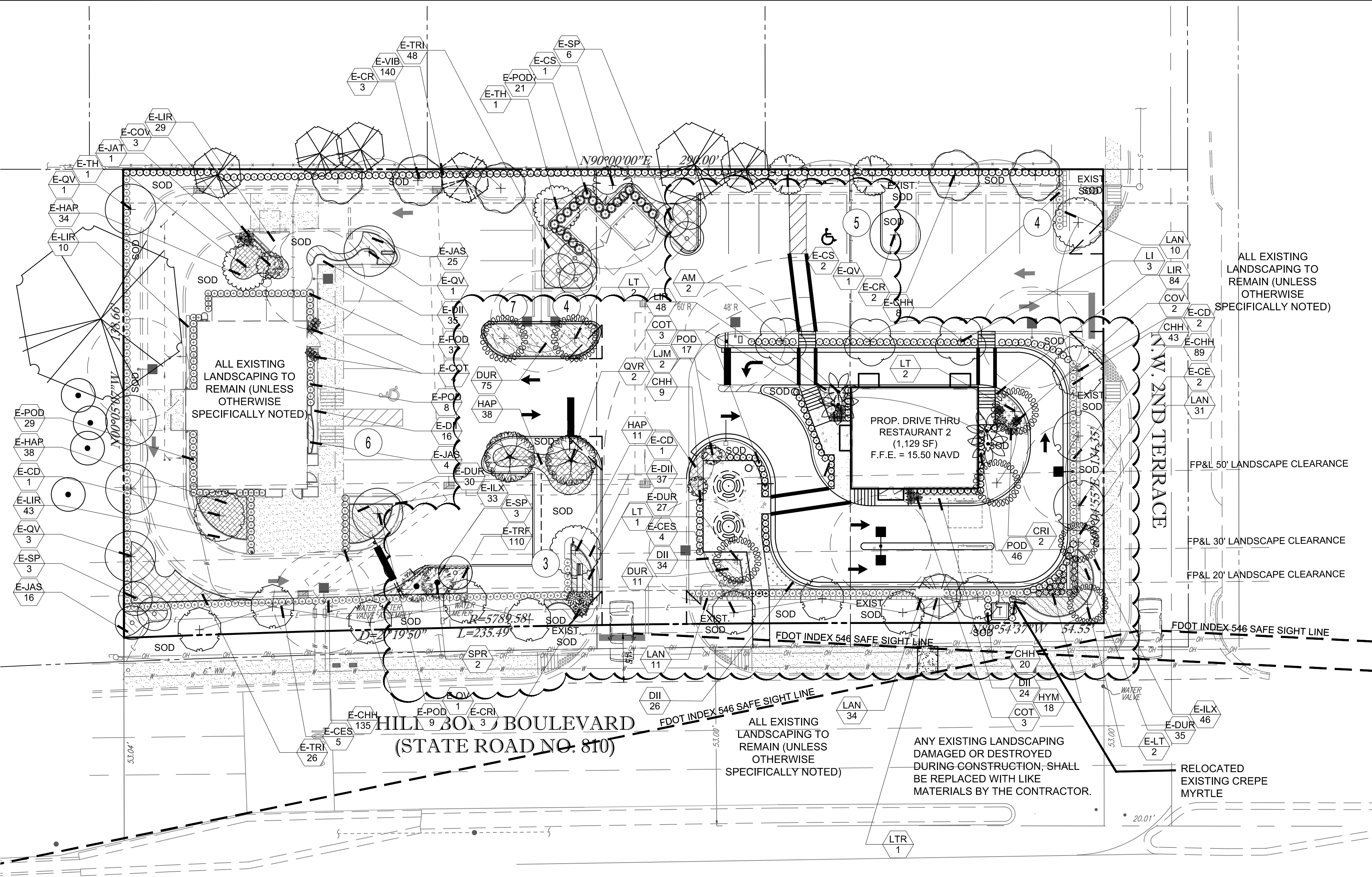
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MICHAEL D. GROSSWIRTH
REGISTERED LANDSCAPE ARCHITECT
FLORIDA LICENSE NO. 6666871
FLORIDA SIGNATURE: M. D. GROSSWIRTH No. 27528

SHEET TITLE: LANDSCAPE PLANTING PLAN

SHEET NUMBER: L-01



GENERAL LANDSCAPING REQUIREMENTS

1. Tree removal permits are required for all tree removals, to be obtained from the Building Department.
2. Landscape permits are required before any planting occurs. Permits are obtained from the Building Department.
3. Trees are to be planted at a depth so that the root-flare and top of first order root(s) are fully visible, with 10% of the height of the rootball above grade. Reflect this in planting detail.
4. An irrigation plan and specifications for the system must be included with the landscape plans when submitting for permit. The irrigation system shall be designed to have a minimum of 150% coverage. The system must include a rain sensor.
5. All trees adjacent to FP&L powerlines are required to comply with the FP&L Right Tree Right Place guidelines.
6. All swales are required to be sodded with St. Augustine "Floratum" sod and irrigated by an automatic sprinkler system with 150% coverage.
7. Landscape ordinance specifications on irrigation and installations supersede any notes on the plan.
8. All proposed and existing plant material on site must meet FL #1 standards as stated in Code.
9. All landscape plant materials, installation, maintenance and preservation shall be in accordance with the City of Deerfield Beach Land Development Code, Section 98-80 and 98-91.
10. It is required that the landscape contractor schedule an on-site pre-construction meeting with the City Landscaper.
11. The completed installation shall be certified by the firm providing the design, per 98-80 (i).

NOTE: ALL INSTALLATION AND SELECTION OF PLANT MATERIALS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION ENGINEERING SIGHT LINE DETAILS R-13 AND R-14 ACCORDINGLY.

NOTE: LANDSCAPE AREAS TO BE MAINTAINED TO EDGE OF PAVEMENT IN RIGHTS-OF-WAY.

NOTE: ALL LANDSCAPE AREAS SHALL BE IRRIGATED FROM A NON-POTABLE WATER SOURCE AND SHALL HAVE A MINIMUM 50% OVERLAP.

PLEASE REFER TO SHEET L1.0 FOR TREE DISPOSITION PLAN, SHEET L-2.1 FOR PLANTING DETAILS, AND SHEET L-2.2 FOR GENERAL LANDSCAPE NOTES.

ALL SOD TO BE STENOTAPHRUM SECUNDATUM, V. 'ST. AUGUSTINE', UNLESS OTHERWISE NOTED.

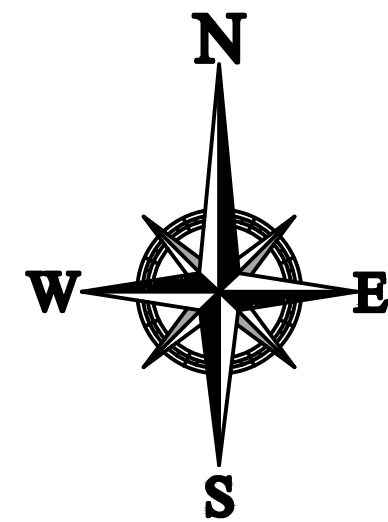
TREES DESIGNATED WITH AN "E" ARE EXISTING AND SHALL REMAIN, OTHERWISE NOTED.

NEW PLANT MATERIAL

TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
LI	3	Crape Myrtle	Lagerstroemia indica 'Tuskegee'	25 gal	multi-trunk	10-12' Ht	6'	No	High	4' CT
LT	5	Crape Myrtle Coral Pink	Lagerstroemia x 'Tuscarora'	25 gal	2.5" Cal	10-12' Ht	5-6'	No	High	4' CT
RELOCATED PALMS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
SPR	2	Cabbage Palmetto	Sabal palmetto	NA			varies	Yes	High	
RELOCATED TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
LTR	1	Crape Myrtle Coral Pink	Lagerstroemia x 'Tuscarora'	25 gal	3.5" DBH	14-16' ht.	8-10'	No	High	4' CT
QVR	2	Southern Live Oak	Quercus virginiana	NA				Yes	High	Relocated
PALMS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
AM	2	Manila Palm	Adonidia merrillii	45 gal		14'-16' oa HTS		No	High	Triple-trunk
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
CHH	72	Red Tip Cocoplum	Chrysobalanus icaco 'Red Tip'	NA	24"	24"	24"	Yes	High	Full to base
COT	6	Black Magic TI Plant	Cordyline terminalis 'Black Magic'	7 gal	As Shown	30"	24"	No	Medium	3 ppp
COV	2	Croton	Codiaeum variegatum 'Pictum'	7 gal	As Shown	30"	24"	No	Medium	3 ppp
CRI	2	'Queen Emma' Crinum	Crinum augustum 'Queen Emma'	15 gal	As Shown	48"	48"	No	Medium	Full to base
HYM	18	Spider Lily	Hymenocallis latifolia	n/a	24"	18"	18"	Yes	High	Full
LJM	2	Japanese Privet	Ligustrum japonicum	-	24"	6-7' Ht	4-5"	No	High	3' clear multi-trunk
POD	63	Shrubby Yew	Podocarpus macrophyllus maki	-	24"	36"	24"	No	Medium	full to base
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
DUR	86	Sky Flower	Duranta repens 'Dwarf Golden'	n/a	18"	16-18"	16-18"	Yes	High	Full
HAP	49	Dwarf Fire Bush	Hamelia patens 'compacta'	n/a	24"	18-24"	18-24"	Yes	High	Full to base
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
DII	84	White African Iris	Dietes iridioides	n/a	18"	12-14"	8-10"	No	Medium	
LAN	86	Gold Mound Lantana	Lantana camara 'Gold Mound'	n/a	16"	12-14" Ht	14-16"	Yes	High	sterile species
LIR	132	Lily Turf	Liriope muscari	n/a	16"	12-14"	10-12"	No	High	Full clumps

EXISTING PLANT MATERIAL

TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-CD	2	Pigeon Plum	Coccoloba diversifolia	B & B	3" Cal	14' Ht	6'	Yes	High	5' CT
E-GE	2	Green Buttonwood	Conocarpus erectus	B & B	3" Cal	14' Ht	6'	Yes	High	4.5' CT
E-CES	9	Silver Button Wood	Conocarpus erectus sericeus	25 gal	2.5" Cal	10' Ht	6'	Yes	High	4' CT
E-CR	5	Balsam Apple	Clusia rosea 'Pitch Apple'	B & B	3" Cal	14' Ht	6'	Yes	High	5' CT
E-CS	3	Orange Delger Tree	Cordia sebestena	25 gal	2.5" Cal	10' Ht	5'	Yes	High	4' CT
E-LT	2	Crape Myrtle Coral Pink	Lagerstroemia x 'Tuscarora'	25 gal	2.5" Cal	10' Ht	5'	No	High	standard
E-QV	9	Southern Live Oak	Quercus virginiana	B & B	3" Cal	14' Ht	6'	Yes	High	
E-TH	2	Pink Tabebuia	Tabebuia heterophylla	B & B	3" Cal	14' Ht	6'	No	High	5' CT
PALM TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-SP	12	Cabbage Palmetto	Sabal palmetto	B & B		12-16' dt		Yes	High	staggered Hts. of boosted wood
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-CHH	232	Red Tip Cocoplum	Chrysobalanus icaco 'Red Tip'	NA	24"	24"	24"	Yes	High	Full to base
E-COT	4	Black Magic TI Plant	Cordyline terminalis 'Black Magic'	7 gal	As Shown	30"	24"	No	High	3 ppp
E-COV	3	Croton	Codiaeum variegatum 'Pictum'	7 gal	As Shown	30"	24"	No	Medium	3 ppp
E-CRI	3	'Queen Emma' Crinum	Crinum augustum 'Queen Emma'	15 gal	As Shown	48"	48"	No	Medium	
E-JAT	1	Plerogria Jatropha	Jatropha integririma	25 gal	1.5" Cal	5' Ht	3'	No	High	
E-POD	83	Shrubby Yew	Podocarpus macrophyllus maki	NA	24"	24"	24"	No	Medium	Full to base
E-POD7	21	Shrubby Yew	Podocarpus macrophyllus maki	NA	36"	36"	24"	No	Medium	Full to base
E-VIB	140	Sandakawa Viburnum	Viburnum suspensum	NA	24"	24"	24"	No	High	Full to base
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-DUR	92	Sky Flower	Duranta repens 'Dwarf Golden'	n/a	18"	16-18"	16-18"	Yes	High	
E-HAP	72	Fire Bush	Hamelia patens	n/a	24"	18-24"	18-24"	Yes	High	
E-JAS	45	Southern Wax Jasmine	Jasminum simplicifolium	n/a	24"	18"	18"	No	Medium	
E-TRF	110	Dwarf Fakahatchee	Tripsacum daniellianum	n/a	18"	18"	18"	Yes	High	
E-TRI	74	Fakahatchee Grass	Tripsacum daniellianum	n/a	36"	30-36"	24-36"	Yes	High	
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-DII	88	White African Iris	Dietes iridioides	n/a	18"	12-14"	8-10"	No	Medium	
E-LX	79	Dwarf Stillingia Holly	Ilex vomitoria 'Schilling's Dwarf'	n/a	18"	12-14"	12-14"	Yes	High	
E-LIR	82	Lily Turf	Liriope muscari	n/a	16"	12-14"	10-12"	No	High	Full clumps
SOD/SEED	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	REMARKS
E-BAH	8,498 sf	Bahia Grass	Paspalum notatum 'Argentine'	grass					High	



LEGAL DESCRIPTION:

LOT 1, LESS THE EAST 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND ALL OF LOT 2, AND 3 BLOCK 1, "GROVE PARK INDUSTRIAL CENTER", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



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CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

REV.	DATE	COMMENT	BY
1	04/07/2021	SITE PLAN MODIFICATION	MDG



PROJECT No.: F200079
DRAWN BY: JVF
CHECKED BY: KD
CAD LID: F200079 - LANDSCAPE PLAN

PROJECT: MIAMI GRILL
259, 263, 273
WEST HILLSBORO BLVD.
FOR
K & S HILLSBORO, LLC

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SHEET TITLE: LANDSCAPE PLANTING PLAN

SHEET NUMBER: L-01

LANDSCAPE GENERAL NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING ANY CUTTINGS OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED UQUATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN. MATERIALS SAMPLE SUBMITTALS
MULCH ONE (1) CUBIC FOOT
TPOPSIL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NON-CULPABLE SOILS CONFORM TO STANDARDIZED PLANT MATERIALS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA NO. 1, AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FLYING DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY BUD, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER. FOR QUALITY, SIZE, AND VARIETY. SUCH PRELIMINARY APPROVAL SHALL NOT SUPERSEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D) AMENDED PLANTING SOIL: PLANTING SOIL FOR USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TPOPSIL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TPOPSIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL, OR MAN – MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER

1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE GUARANTEED STATEMENT OF ANALYSIS. FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:
1. SHRUBS AND TREES – MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS – OSMOCOTE/SIERRA BLEND 14 – 14 – 14
3. SOD – 8 – 8 – 8
IN ADDITION TO SUPPLIES APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24 – 10 – 5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.
2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2-3" FROM THE STEM OF ALL GROUNDCOVERS & 3-6" FROM THE TRUNKS OF ALL TREES & PALMS.
3. MULCH SHALL BE GRADE "B" SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINE BARK SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS. WATER EROSION, AND OTHER HARMFUL CRACKS AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRO" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANTS OR ROOTBALLS SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPACING SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS BY

"GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION. OF ALL PALMS SUBJECT TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ON SITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB-BASES.

I. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL – ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE PLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS AROUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND A LC OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE. SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STAND SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM OF ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBSTRUCTIONAL MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE IMMEDIATELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGEMENT OR DESIGNEE.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED PLANTING SOIL DEPTH – UNLESS OTHERWISE SPECIFIED BY DETRIMENTAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TPOPSIL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTING AREAS AFTER 30" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNEE FOR RESOLUTION.

CONTRACTOR IS TO ENSURE THAT ALL COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED & A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".

5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:

ALL TREES AND TALL SHRUBS (INDICATED AS "SHRUBS" & "SHRUBS AREAS" ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM DEPTH OF 12" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH. PLANTING SOIL DEPTH FOR 10" SHRUBS/SHRUB AREAS AND 2" FOR SODDED GRASS AREAS.

THE MINIMUM TPOPSIL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 10"-18", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAN IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TPOPSIL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.

PURSUANT TO THE ABOVE, THE TOTAL MINIMUM DEPTH OF VIABLE NON-LIMEROCK PLANTING SOIL, INCLUDING EXISTING VIABLE UNDISTURBED/ROCK STOCKPILED SOIL (IF PRESENT), REQUIRED TO BE PROVIDED ABOVE ANY LIMESTONE/LIMEROCK SUBGRADE CONDITION SHALL BE: 12" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SOD AREAS; 16" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR GROUNDCOVERS; 24" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR SHRUBS/SHRUB AREAS; AND 30" MINIMUM TOTAL NON-LIMEROCK SOIL DEPTH FOR TREE PITS. DESIGNATION OF "TREES," "SHRUBS"/"SHRUB AREAS," AND "GROUNDCOVERS" SHALL BE CONSISTENT WITH THE LABELING OF PLANT MATERIALS SHOWN ON THE LANDSCAPE PLANTS PLANT SCHEDULE, WITH THE EXCEPTION OF COMMON TURFGRASSES WHICH MAY BE INDICATED AS "GROUNDCOVERS." NONE OF THE ABOVE MINIMUMS SHALL PRECLUDE THE CONTRACTOR FROM EXCAVATING & PROVIDING SOIL IN ACCORDANCE WITH NOTE N.4 OR N.9. IMPORTED PLANTING SOIL SHALL BE IN ACCORDANCE WITH NOTE D.2.D. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE & TAKE REASONABLE MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.

6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. IN ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

8. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK 280.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE

FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMB AND HELO IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLOUSED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:

-TWO (2) TABLETS PER 1 GAL. PLANT
-THREE (3) TABLETS PER 3 GAL. PLANT
-FOUR (4) TABLETS PER 10 GAL. PLANT LARGER MATERIAL
-TWO (2) TABLETS PER HALF-INCH (1/2") OF TRUNK CALIPER

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND ON SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM (FOR SHRUBS AND GROUNDCOVER) OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED, TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, TURNING SOIL IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BEDS IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ABORTIVE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND VINE BED AND TREE PIT (FOR TREES AND PALMS, MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHERWISE SPECIFIED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING

STENOTAPHRUM SECUNDATUM, V. "FLORITAM" UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOLID SOD). 1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING: COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION BELOW.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RATE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING: THE CONTRACTOR SHALL SOD ALL THE PERVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PERVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA 'ARGENTINE' SOLID SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND, SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STACKED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS, WITH GAPS NO GREATER THAN 1" BETWEEN SOD PANELS.

C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND UNPAVED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH (4") MCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER. CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED TO THOROUGHLY MOISTEN THE SOIL BENEATH. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

5. DURING DELIVERY, PRIOR TO ADD DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE INSTALLED DURING THE DAY OF ITS ARRIVAL.

6. LAWN MAINTENANCE:

A) WITHIN THE SITE, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY OWNER OR AS IN THE ORIGINAL WORK SCOPE AND PROCESS (INCLUDING REGRADING IF NECESSARY).

B) WATER EVERY DAY FOR FOURTEEN (14) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) UNTIL FULLY ESTABLISHED OR UNTIL AUTOMATIC IRRIGATION SYSTEM IS FULLY OPERATIONAL AND PROGRAMMED ACCORDINGLY. COORDINATE WATERING SCHEDULE WITH NATURAL RAINFALL. RAINFALL EVENTS IN DURATION OF TWENTY (20) MINUTES OR MORE THAT PRODUCE MORE THAN A HALF INCH (1/2") OF PRECIPITATION WILL NEGATE THE NEED FOR WATERING OF THE FOLLOWING DAY IF PREVIOUSLY SCHEDULED. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO A DEPTH OF FOUR INCHES (4").

P. CLEANUP

1. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

Q. PLANT MATERIAL MAINTENANCE

1. ALL PLANTS AND PLANTING MATERIALS INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNEE. MAINTENANCE AFTER THE CERTIFICATION OF AN ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF NINETY (90) CALENDAR DAYS COMMENCING AFTER ACCEPTANCE (SEE NEXT SECTION).

R. MAINTENANCE (ALTERNATIVE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR LANDSCAPE AND IRRIGATION MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

S. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNEE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CARE & MAINTENANCE OF THE PLANT MATERIAL UNTIL THE END OF ESTABLISHMENT OR 60 DAYS AFTER FINAL LANDSCAPE CERTIFICATION BY THE LANDSCAPE ARCHITECT, WHICHEVER IS LATER, & SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR AS NEEDED TO ENSURE ADEQUATE WATER IS SUPPLIED TO THE PLANT MATERIALS DURING ESTABLISHMENT. AT THE END OF THE ESTABLISHMENT PERIOD, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE IRRIGATION TIMECLOCK IS ADJUSTED TO A NORMAL WATERING CYCLE PER THE IRRIGATION WATERING SCHEDULE SHOWN ON THE IRRIGATION PLANS.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL SOD INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF NINETY (90) CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNEE.

3. REPLACEMENT: ANY PLANT NOT IN A HEALTHY, THRIVING GROWING CONDITION SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. SHOULD THE OWNER ELECT, TREES AND PALMS MAY BE GIVEN A PERIOD OF NINETY (90) DAYS BEFORE REMOVAL TO ALLOW THE CONTRACTOR TO RESURRECT THE TREE OR PALM IN QUESTION AND BRING IT TO A THRIVING, HEALTHY CONDITION. ALL REPLACEMENTS SHALL BE PLANTS OF LIKE KIND, CONDITION AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED, PLANTED, AND MULCHED AS SPECIFIED WITHIN THESE SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER. ANY REPAIRS FROM THIS REPLACEMENT MATERIAL SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT MATERIAL SHALL BE GUARANTEED TO A ONE (1) YEAR PERIOD FROM THE DAY OF REPLACEMENT ACCEPTANCE BY THE OWNER. SHOULD REPLACEMENT MATERIAL FAIL WITHIN THE GUARANTEE PERIOD, OWNER MAY OPT FOR A CREDIT OF THE MONETARY AMOUNT FOR THE REPLACEMENT MATERIALS AT A RATE OF THE ORIGINAL CONTRACT BID RATE, IN LIEU OF AN ADDITIONAL REPLACEMENT.

4. IN THE EVENT THE OWNER ELECTS NOT TO CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER OR THEIR DESIGNEE. THE CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH OF ITEMS UNDER REPLACEMENT WARRANTY. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

1. FINAL INSPECTION BY OWNER OR THEIR DESIGNEE AT THE END OF THE GUARANTEE PERIOD SHALL INCLUDE PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY PLANTS NOT MEETING THE CRITERIA OF HEALTHY, VIGOROUS, AND THRIVING AT THIS TIME, AND THAT HAVE NOT ALREADY BEEN REPLACED PREVIOUSLY UNDER SAID WARRANTY, SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE PERIOD AS SPECIFIED BY THE OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

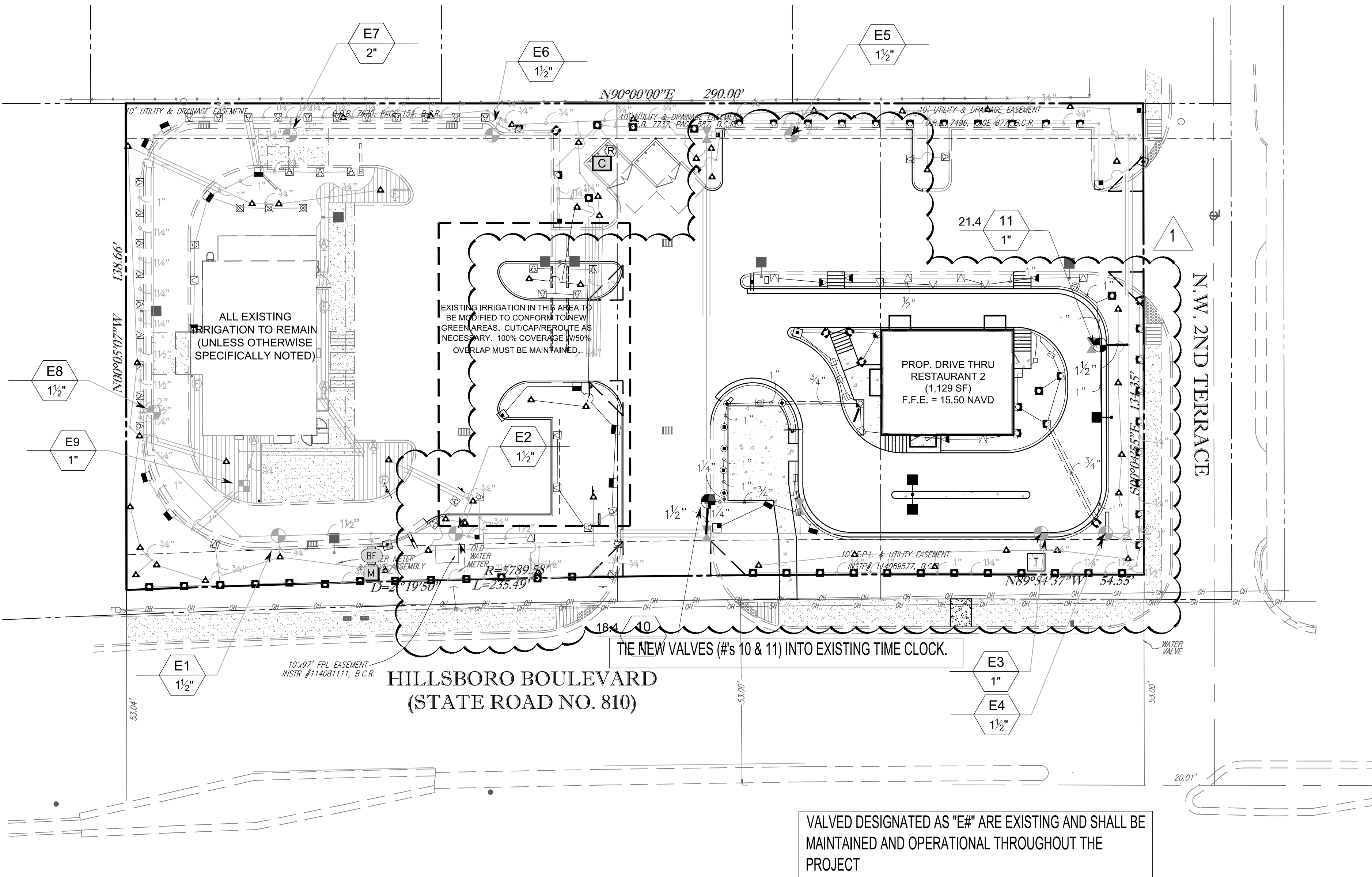
U. GRADING AND DRAINAGE NOTES

1. PRIOR TO COMMENCING ANY EXCAVATION WORK, THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE "DIG SAFE" NOTIFICATION PROCEDURES PROMOTED BY THE RESPECTIVE UTILITY COMPANIES IN FLORIDA, CALL FLORIDA SUNSHINE AT 811.

2. CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY INTO EXISTING, PROVIDING VERTICAL CURVES OR ROUNDINGS AT ALL TOP AND BOTTOM OF SLOPES.

3. PITCH EVENLY BETWEEN SPOOT GRADES. ALL PAVED AREAS MUST PITCH TO DRAIN AT A MINIMUM SLOPE OF ONE-EIGHTH INCH (1/8") PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE OWNER PRIOR TO CONTINUING WORK.

4. WHERE NEW PAVING OR EARTHWORK MEETS EXISTING PAVING OR EARTHWORK, SMOOTHLY BLEND LINE AND GRADE OF EXISTING WITH NEW, WHERE EXISTING VEGETATION IS TO REMAIN, MEET EXISTING GRADES; DO NOT FILL ABOVE BASAL FLARE OF EXISTING TREES.



NOTE: LANDSCAPE AREAS TO BE MAINTAINED TO EDGE OF PAVEMENT IN RIGHTS-OF WAY.

NOTE: ALL LANDSCAPE AREAS SHALL BE IRRIGATED AND SHALL HAVE A MINIMUM 50% OVERLAP.

PLEASE REFER TO SHEET L-05 FOR IRRIGATION DETAILS AND NOTES.

NOTE A:
POINTS OF CONNECTION SHALL BE FROM AN EXISTING 1" WATER METER AND BACK FLOW. VERIFY THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWING IS FOUND TO BE DIFFERENT THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

NOTE B:
CONTROLLER IS EXISTING AS SHOWN. CONTRACTOR TO VERIFY CONDITION AND FINAL LOCATION OF CONTROLLER AND ELECTRICAL POC SHALL BE CONFIRMED WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE C:
MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL MAINLINE AND RELATED EQUIPMENT LOCATION TO BE WITHIN PLANTERS AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES TYP.

NOTE D:
CONTRACTOR SHALL ADJUST ALL HEADS AS REQUIRED TO ACCOMMODATE ANY VERTICAL OBSTRUCTIONS THAT MAY OCCUR, INCLUDING BUT NOT LIMITED TO LIGHT POLES, FIRE HYDRANTS, ETC. VERIFY ALL HEAD LAYOUT WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

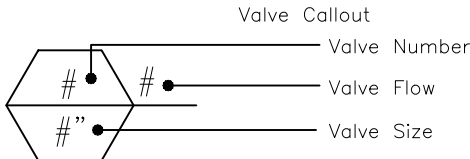
NOTE E:
BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL LOCATION TO BE WITHIN PLANTER. BUBBLERS SHALL BE ALIGNED WITH TREES AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE. CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

MINIMUM PRESSURE REQUIRED 34.17 PSI
DESIGN WATER PRESSURE 55 PSI
MAXIMUM SYSTEM DEMAND 32.78 GPM

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	12	30
	Rain Bird 1806-PRS 5 Series MPR Turf Spray 6" popup with pressure regulator.	10	30
	Rain Bird 1806-PRS 8 Series MPR Turf Spray 6" popup with pressure regulator.	2	30
	Rain Bird 1806-PRS 10 Series MPR Turf Spray 6" popup with pressure regulator.	8	30
	Rain Bird 1806-PRS 12 Series MPR Turf Spray 6" popup with pressure regulator.	1	30
	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	3	30
	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	12	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	2
	Febco 825Y 1-1/2" Reduced Pressure Backflow Preventer	1
	Rain Bird ESP8LXMEF-LXMM with (01) ESPLXMSM4 EXISTING -12 Station Capable Commercial Controller. Mounted on a Powder-Coated Metal Cabinet. Flow Sensing and Water Management Capabilities.	1
	Rain Bird RSD-BEx EXISTING - Rain Sensor, with bracket, extension wire	1
	Water Meter 1" Existing 1" Water Meter	1
	Irrigation Lateral Line: PVC Class 160 SDR 26	563.1 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	17.3 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	43.4 l.f.



VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
10	Rain Bird PEB	1"	Turf Spray	18.39	112.3	34.7		1.07 in/h
11	Rain Bird PEB	1"	Turf Spray	21.40	17.3	35.08		1.31 in/h
	Common Wire							

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN/WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
10	Rain Bird PEB	Turf Spray	1.07 in/h	1	57	1,048	
11	Rain Bird PEB	Turf Spray	1.31 in/h	1	46	984.5	
	TOTALS:				103	2,033	

CRITICAL ANALYSIS

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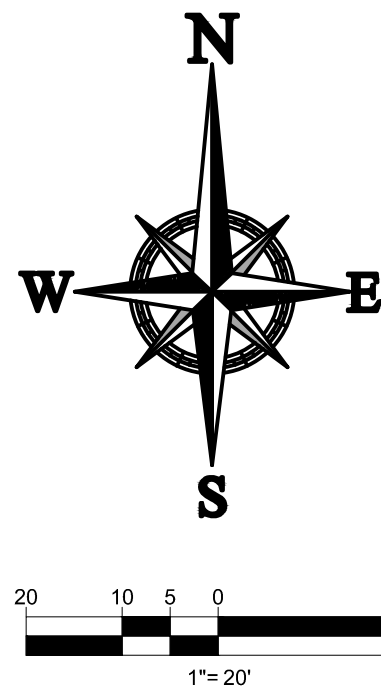
P.O.C. NUMBER: 01
Water Source Information: Existing 1" Water Meter

FLOW AVAILABLE
Water Meter Size: 1"
Flow Available: 37.50 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 55.00 psi
Elevation Change: 0.00 ft
Service Line Size: 3"
Length of Service Line: 5.00 ft
Pressure Available: 55.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 19.97 gpm
Flow Available at POC: 37.50 gpm
Residual Flow Available: 17.53 gpm

Critical Station: 11
Design Pressure: 30.00 psi
Friction Loss: 1.77 psi
Fittings Loss: 0.03 psi
Elevation Loss: 0.00 psi
Loss through Valve: 3.28 psi
Pressure Req. at Critical Station: 34.41 psi
Loss for Fittings: 0.02 psi
Loss for Main Line: 1.74 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 12.25 psi
Loss for Water Meter: 2.19 psi
Critical Station Pressure at POC: 50.61 psi
Pressure Available: 55.00 psi
Residual Pressure Available: 4.39 psi



LEGAL DESCRIPTION:

LOT 1, LESS THE EAST 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND ALL OF LOT 2, AND 3 BLOCK 1, GROVE PARK INDUSTRIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



REV.	DATE	COMMENT	BY
1	04/07/2021	SITE PLAN MODIFICATION	MDG



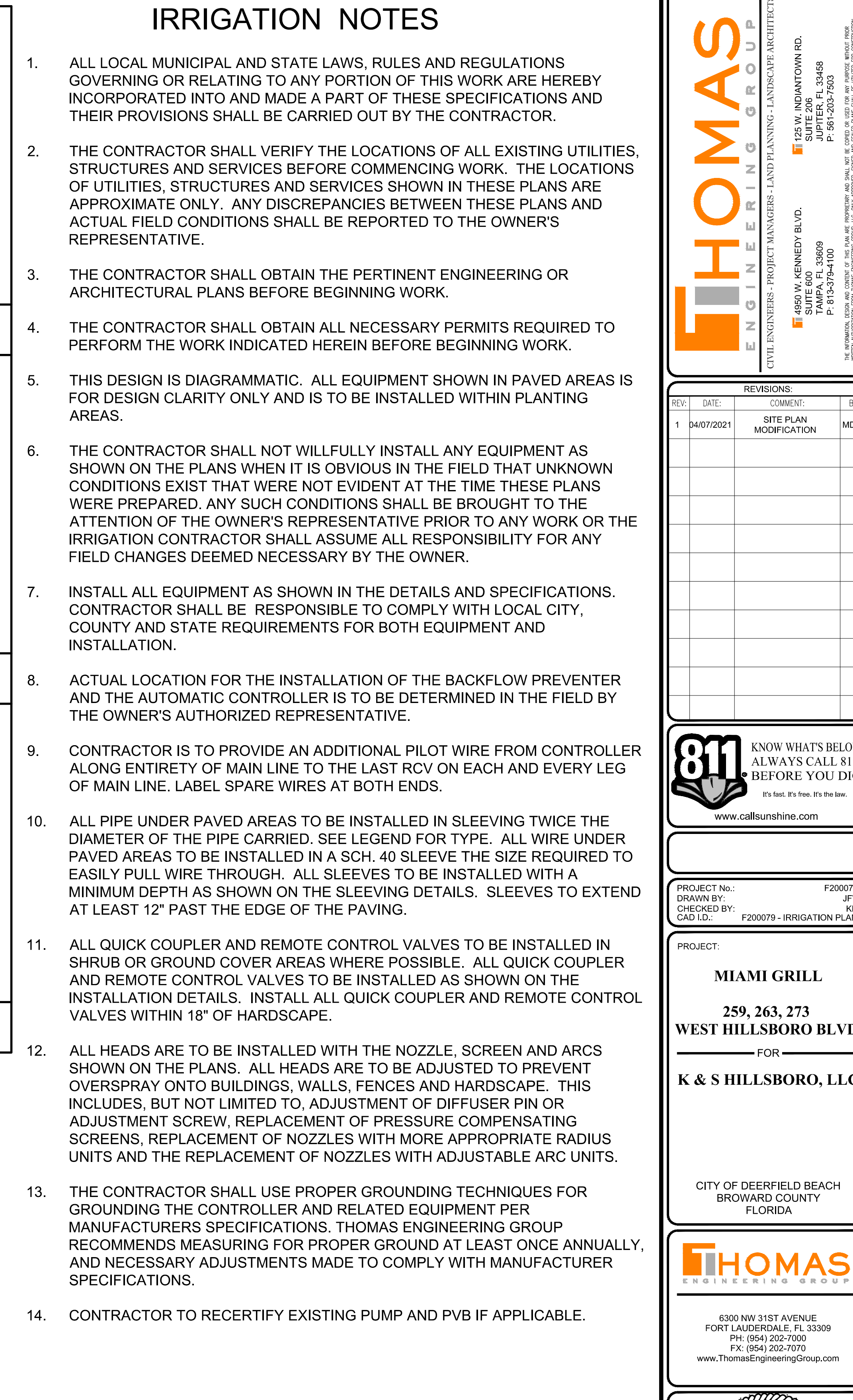
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DRAWN BY:	JFV
CHECKED BY:	KD
CAD LDC:	F200079 - IRRIGATION PLAN

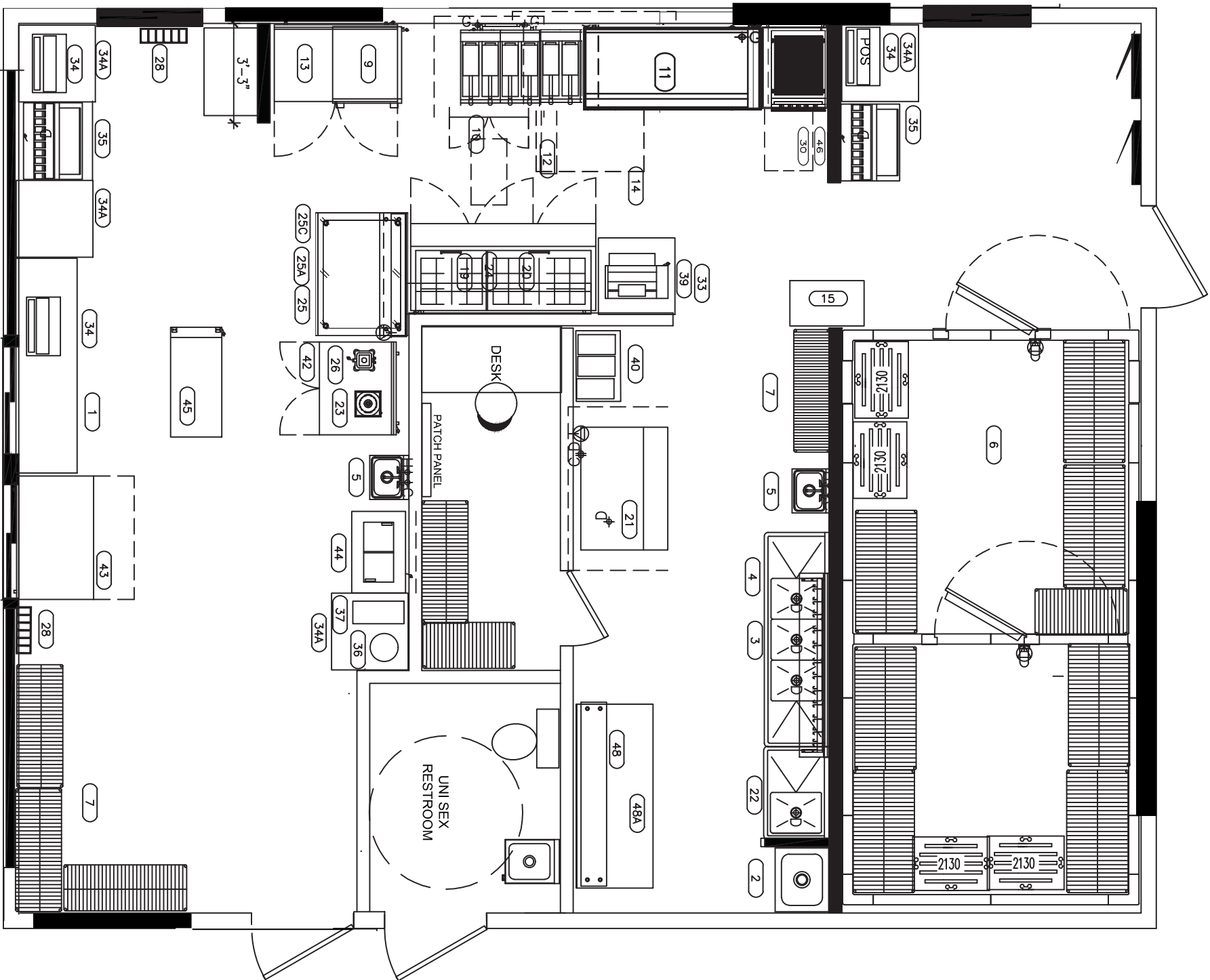
PROJECT:
MIAMI GRILL
259, 263, 273
WEST HILLSBORO BLVD.
FOR
K & S HILLSBORO, LLC

CITY OF DEERFIELD BEACH
BROWARD COUNTY
FLORIDA



SHEET TITLE:
IRRIGATION PLAN
SHEET NUMBER:
L-04



[illegible]

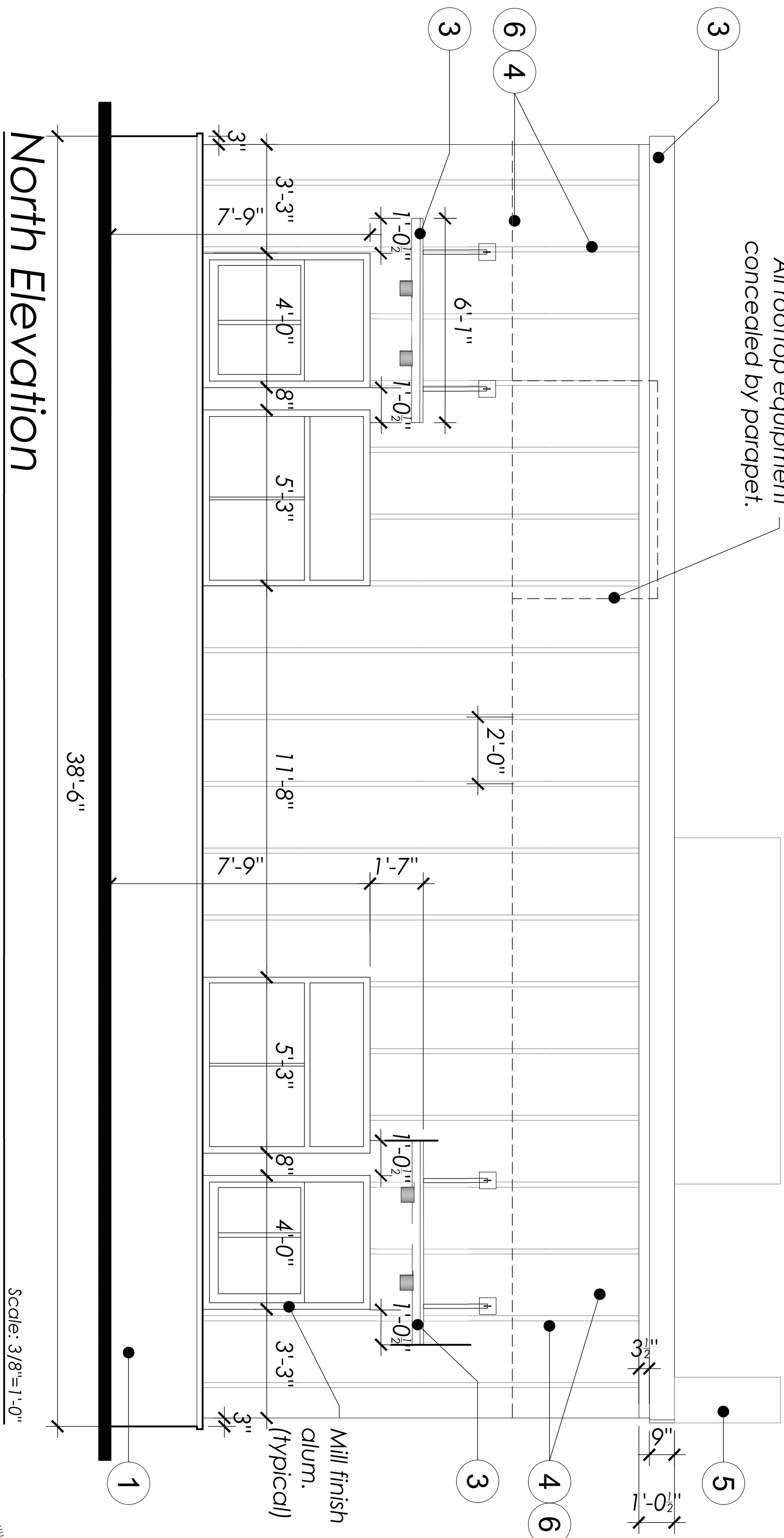
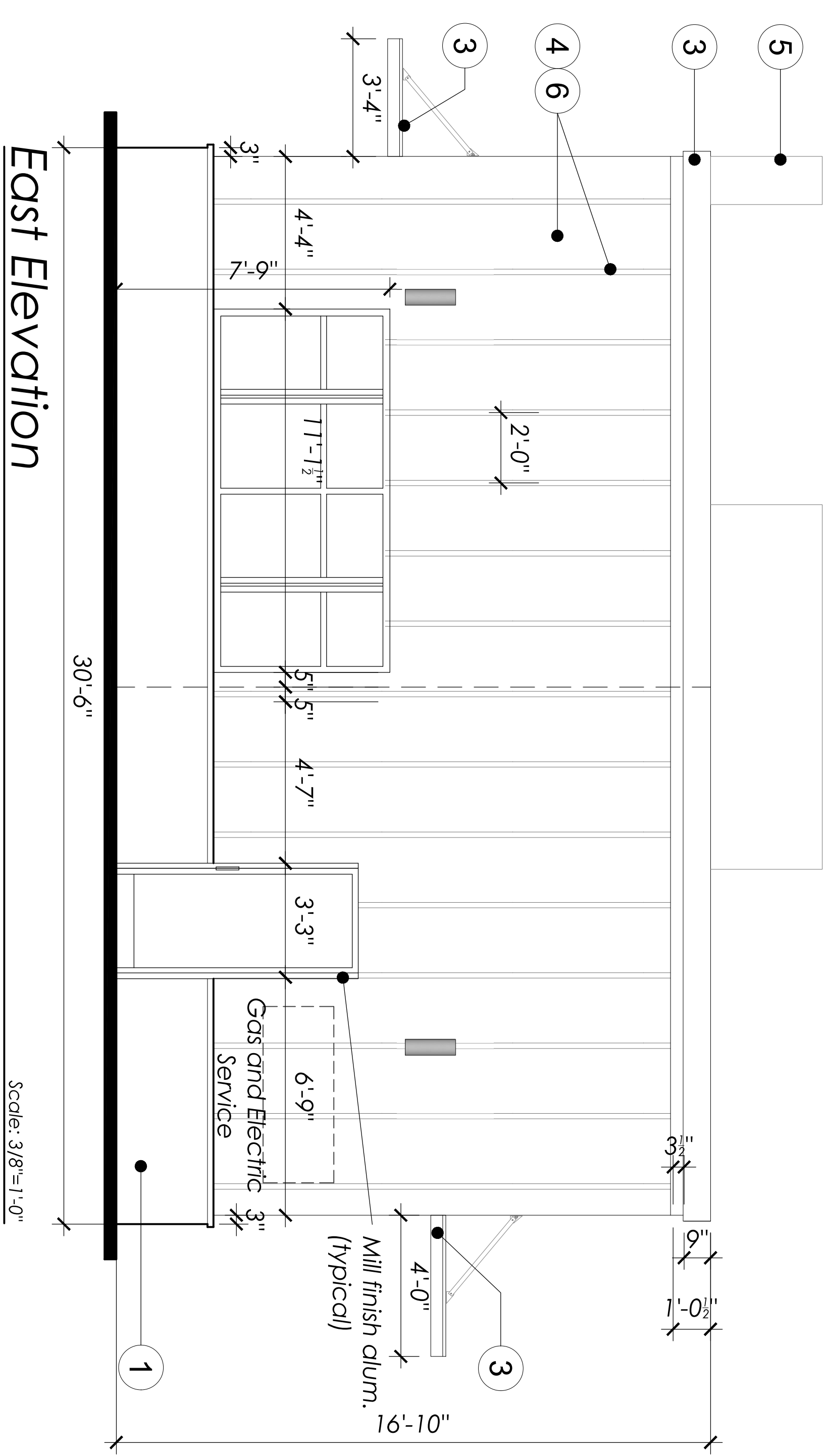
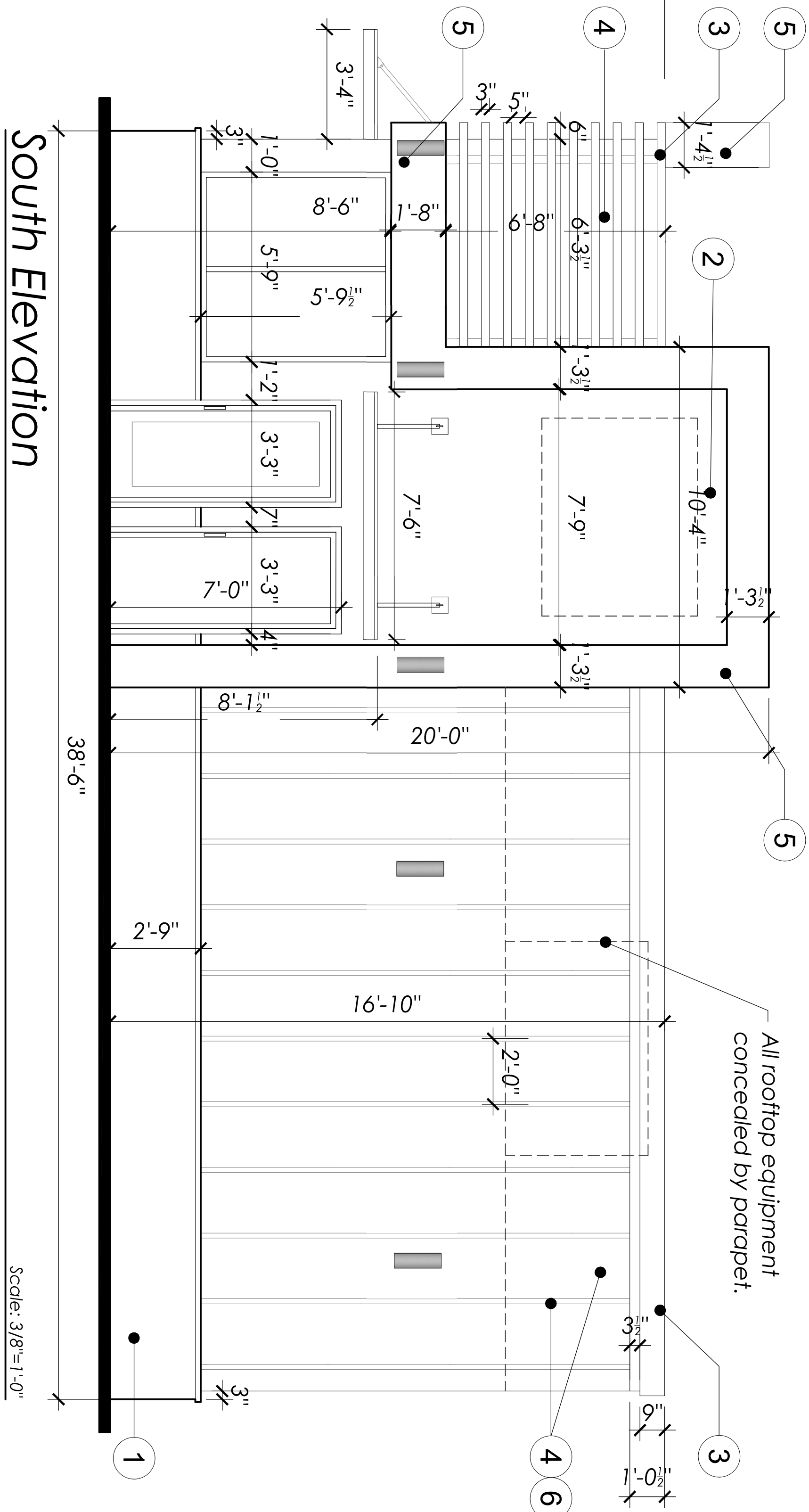
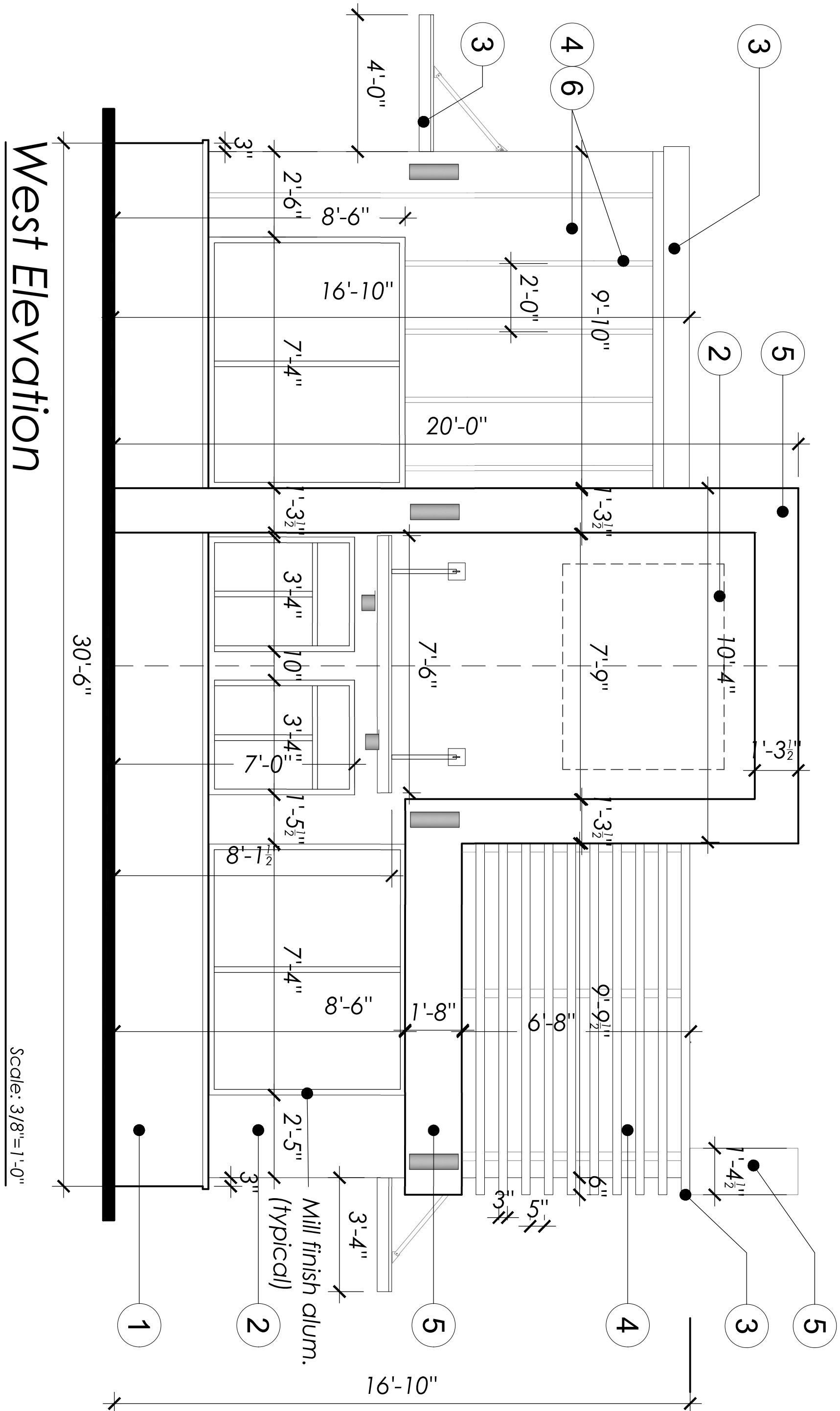
SYMBOL LEGEND	
	- DETAIL NUMBER
	- DRAWING NUMBER
	DENOTES ROOM NAME AND NUMBER
	INTERIOR ELEVATION NUMBER, SEE INTERIOR ELEVATIONS
	WINDOW NUMBER, SEE WINDOW SCHEDULE
	DOOR NUMBER, SEE DOOR SCHEDULE
	CODE NOTE
	PARTITION TYPE
	SHEAR WALL, SEE STRUCTURAL DRAWINGS
	INTERIOR PARTITION, SEE THIS SHEET
	SLUD WALL W/ INSULATION, SEE WALL SECTIONS
	SECTION NUMBER
	ELEVATION NUMBER

A circular professional engineer seal for Walter E. Wood, License No. 61323, State of Florida. The seal is oriented upside down. The outer ring contains the text "WALTER E. WOOD" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by three stars. The center of the seal contains the text "No. 61323" and "STATE OF FLORIDA", also separated by three stars. A red stamp is placed over the seal, consisting of the word "VALID" in red capital letters and a red rectangular box containing the date "09-15-2021".

MIAMI GRILL
MIAMI, FLORIDA

LISTING	
AGENCY APPROVAL	
THIS LISTING IS MADE UP OF THE LISTING INFORMATION FROM THE BUREAU OF THE COMMISSIONER OF THE DISTRICT OF COLUMBIA AND THE LISTING INFORMATION FROM THE DISTRICT OF COLUMBIA DEPARTMENT OF THE DISTRICT OF COLUMBIA.	
CONST. TYPE	V-B
OCCUPANCY	B
ALLOWABLE NO. OF FLOORS	1
RISK CATEGORY	II
WIND VELOCITY (U1)	175
WIND VELOCITY (V50)	136
FIRE RATING OF EX. WALLS	0
PLAN NO.	2281-0202F
LOAD	100
APPROVAL DATE	9-15-2021
MANUFACTURER	VALANT
HIGH VELOCITY	
HURRICANE ZONE	YES

A1.1



- 1 Dattle Stacked Stone -
Natural Cleft
Ungauged S701 Macau
Black 6 x 24 sheets



- 3 Sherwin Williams
SW 7757
High Reflective
White



- 5 Sherwin Williams
SW 7069
Iron Ore



- 2 Dattle Uniform Wood
Colorbody
UW14 Medium Gray 8 x 48



- 4 Sherwin Williams
SW 6254
Lazy Grey



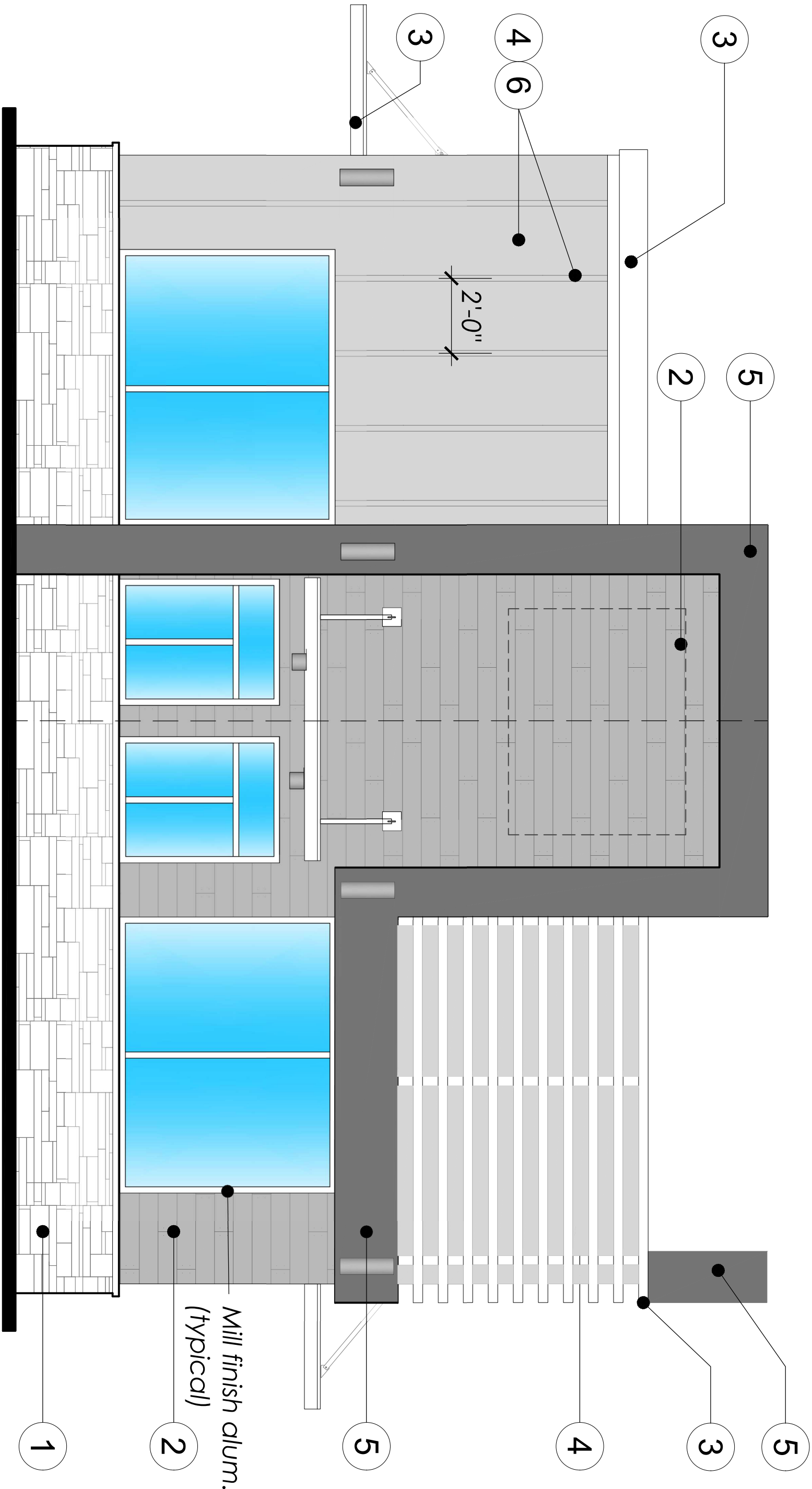
- 6 Hardie Plank 48"
wide planks
with 2.5" wide
Battens

EL-1

Miami Grill Express

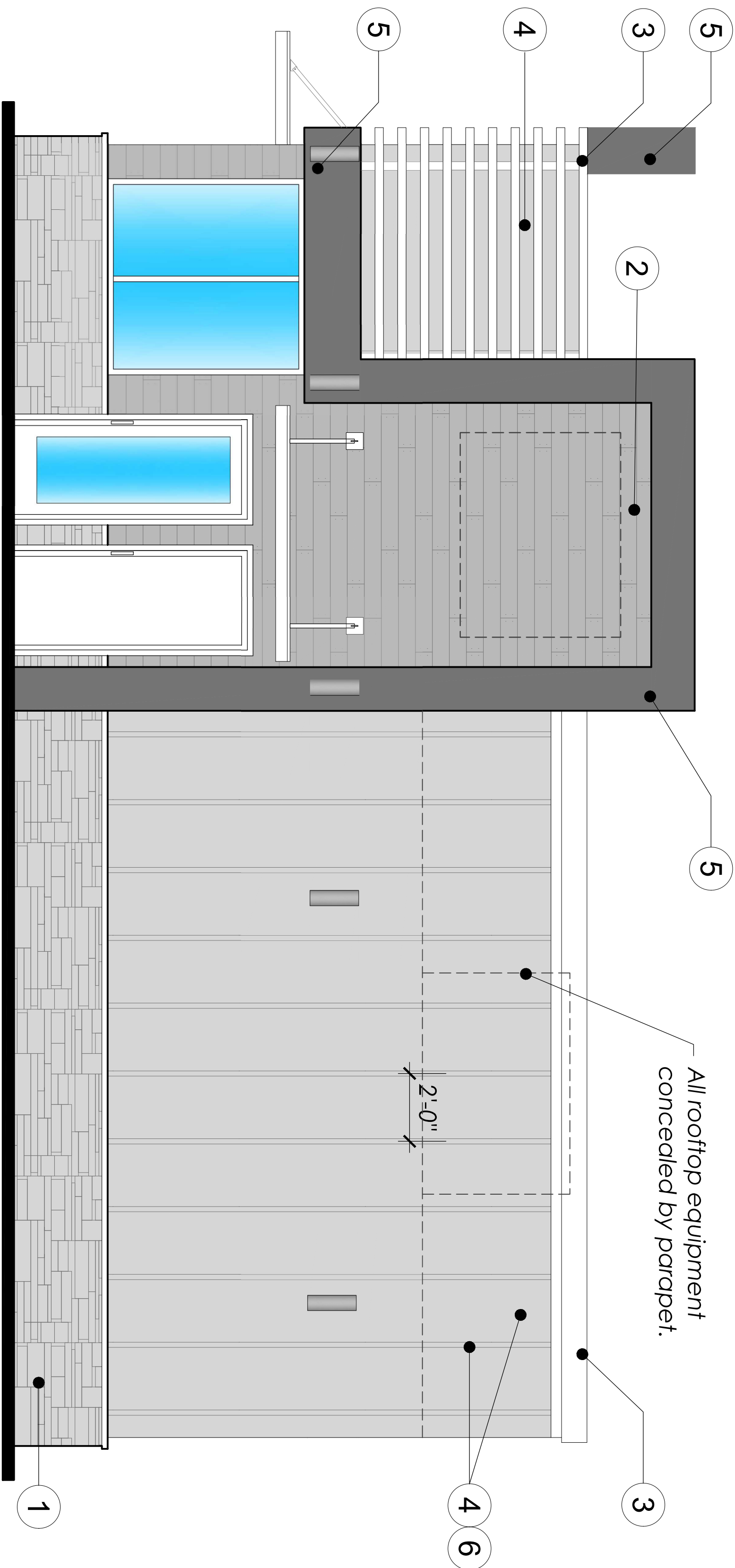
263 West Hillsboro Blvd,
Deerfield Beach, FL 33441

May 18, 2022



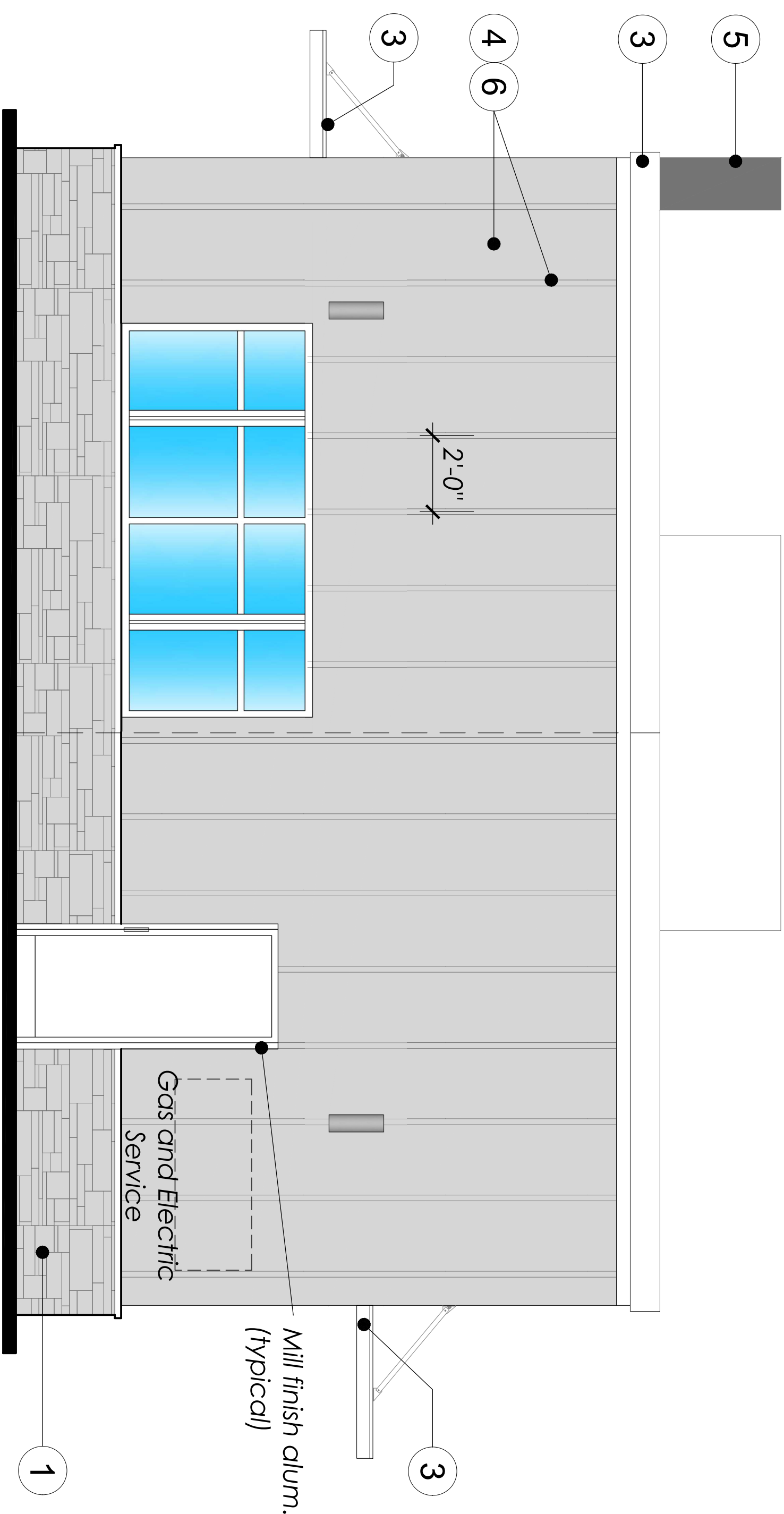
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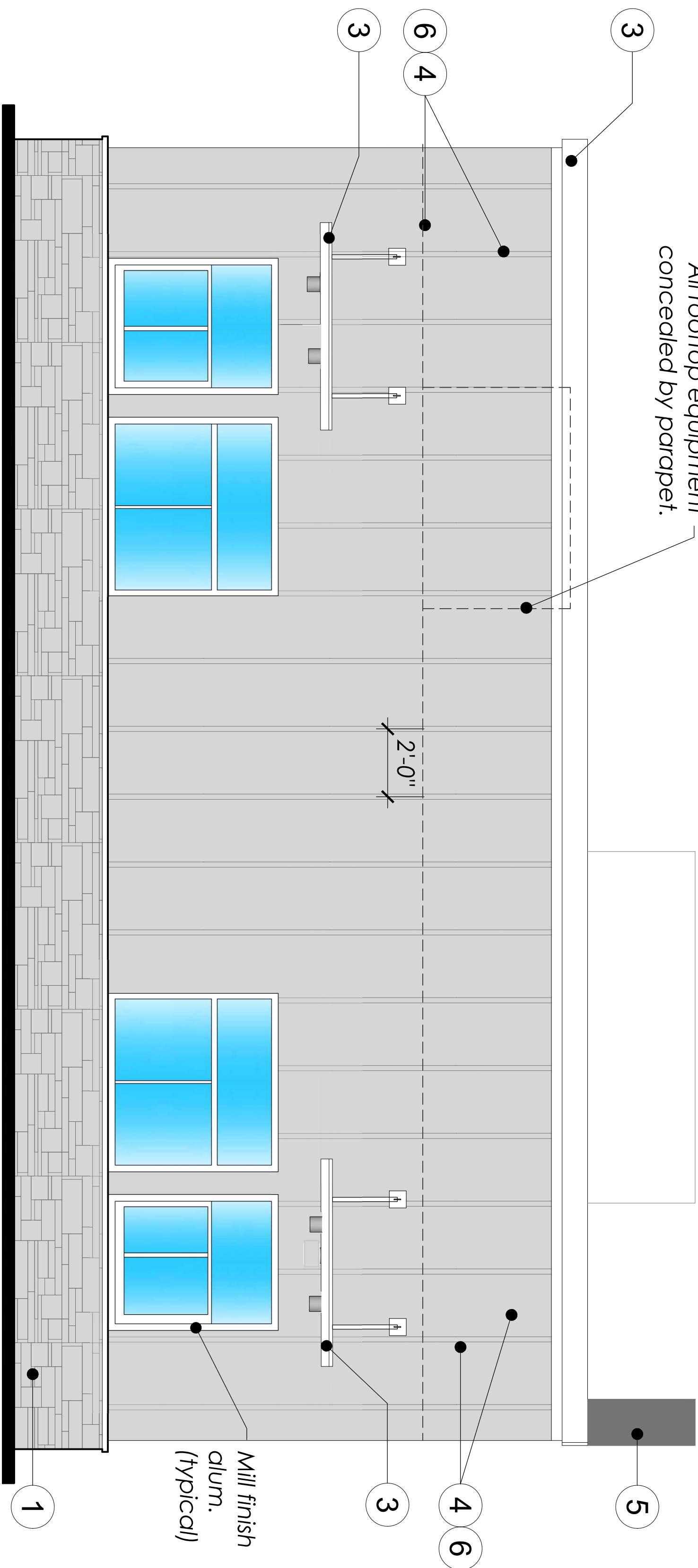
South Elevation

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East Elevation

Scale: 3/8"=1'-0"



North Elevation

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Finish Legend

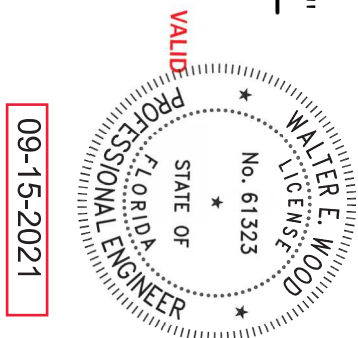
- | | | | | | |
|---|--|---|--|---|---|
| 1 | Dallie Stacked Stone - Natural Cleft Ungauged S701 Macau Black 6 x 24 sheets | 3 | Sherwin Williams SW 7757 High Reflective White | 5 | Sherwin Williams SW 7069 Iron Ore |
| 2 | Dallie Uniform Wood Colorbody UW14 Medium Gray 8 x 48 | 4 | Sherwin Williams SW 6254 Lazy Grey | 6 | Hardie Plank 48" wide planks with 2.5" wide Battens |

Miami Grill Express

263 West Hillsboro Blvd,
Deerfield Beach, FL 33441

EL-2

May 18, 2022



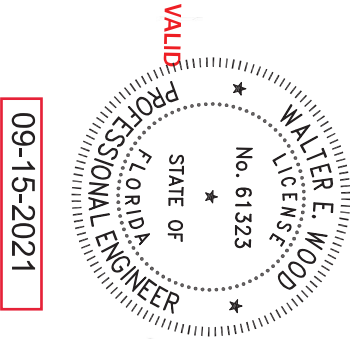


Miami Grill Express

263 West Hillsboro Blvd,
Deerfield Beach, FL 33441

EL-3

May 18, 2022



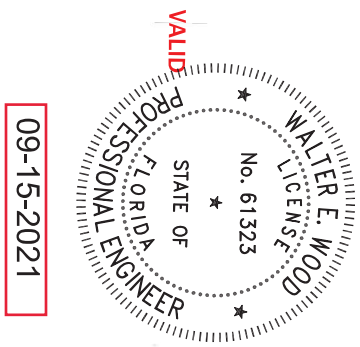


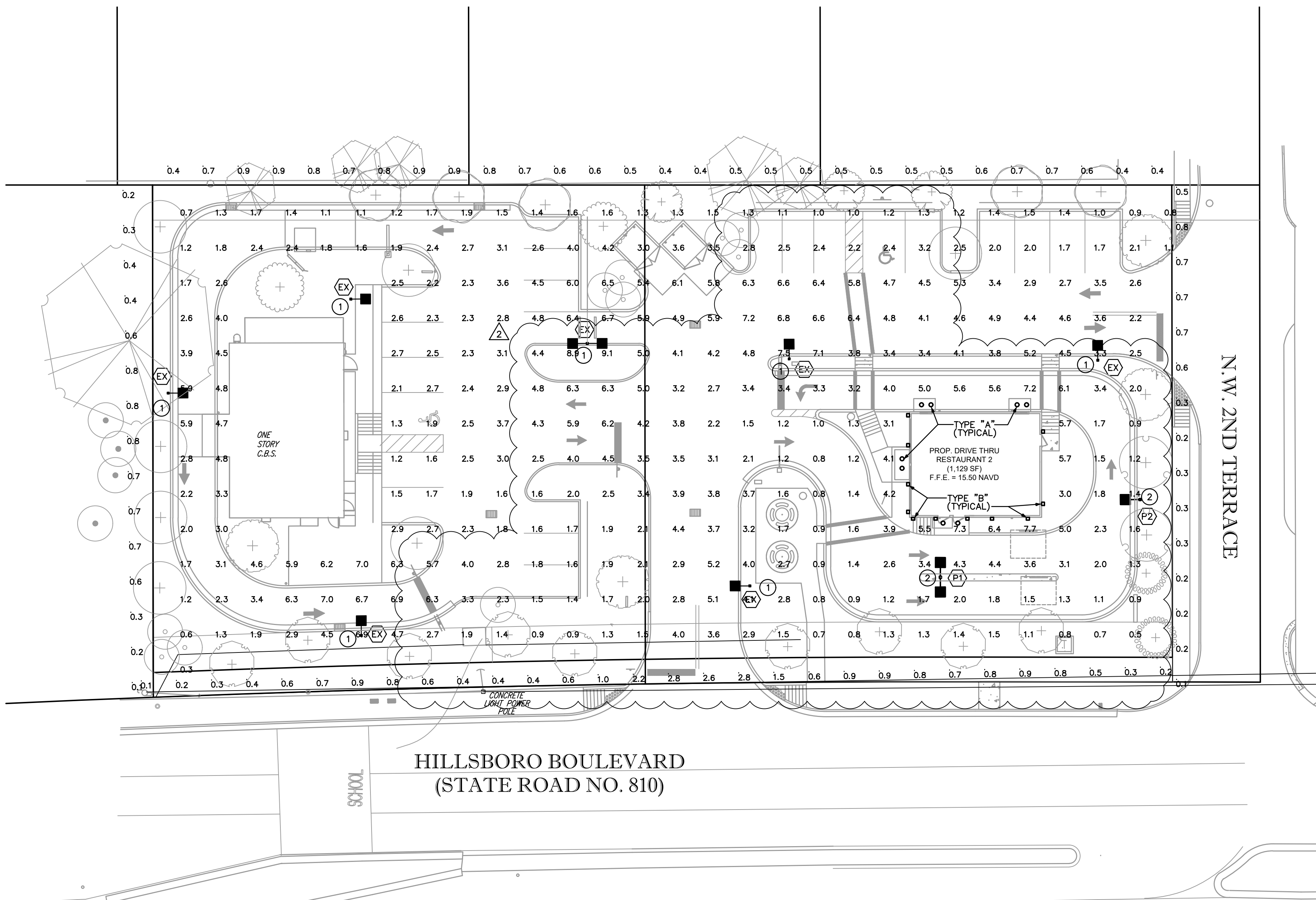
Miami Grill Express

263 West Hillsboro Blvd,
Deerfield Beach, FL 33441

EL-4

May 18, 2022





KEY NOTES	
1	EXISTING LIGHTPOLE AND FIXTURE TO REMAIN
2	NEW LIGHTPOLE AND FIXTURE

Luminaire Schedule							
Symbol	Label	[MANUFAC]	Description	Arrangement	Total Lamp Lumens	LLF	Lum. Watts
EX	EX	Cree Inc	EXISTING OR RELOCATED LIGHT POLE AND FIXTURE- SEE KEY NOTES				
P2	P2	Cree Inc	OSQM-B-9L-40K7-4MK-U w/OSQ-BLSMF	SINGLE- MTG HT=20'	N.A.	0.840	31
P1	P1	Cree Inc	OSQM-B-9L-40K7-5M-U-Q1	D-180- MTG HT=20'	N.A.	0.840	31 X 2

Calculation Summary PROPERTY LINES							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE-E	Illuminance	Fc	0.41	0.8	0.1	N/A	N/A
PROPERTY LINE-N	Illuminance	Fc	0.62	0.9	0.4	N/A	N/A
PROPERTY LINE-S	Illuminance	Fc	0.89	2.8	0.1	N/A	N/A
PROPERTY LINE-W	Illuminance	Fc	0.51	0.8	0.1	N/A	N/A

Calculation Summary PARKING LOT							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREA	Illuminance	Fc	3.34	7.5	0.9	3.71	8.33

ANY ACCEPTABLE ALTERNATE/SUBSTITUTE MUST BE APPROVED IN WRITING PRIOR TO BID DATE.
TO CONFIRM THAT THE SPECIFIED PHOTOMETRIC CRITERIA HAS BEEN MET, A COMPUTER DISK CONTAINING THE IES PHOTOMETRIC FILE FOR THE PROPOSED ALTERNATE/SUBSTITUTION MUST BE SUBMITTED TO KAMM CONSULTING ENGINEERS FOR EVALUATION NO LESS THAN 10 DAYS PRIOR TO BID.

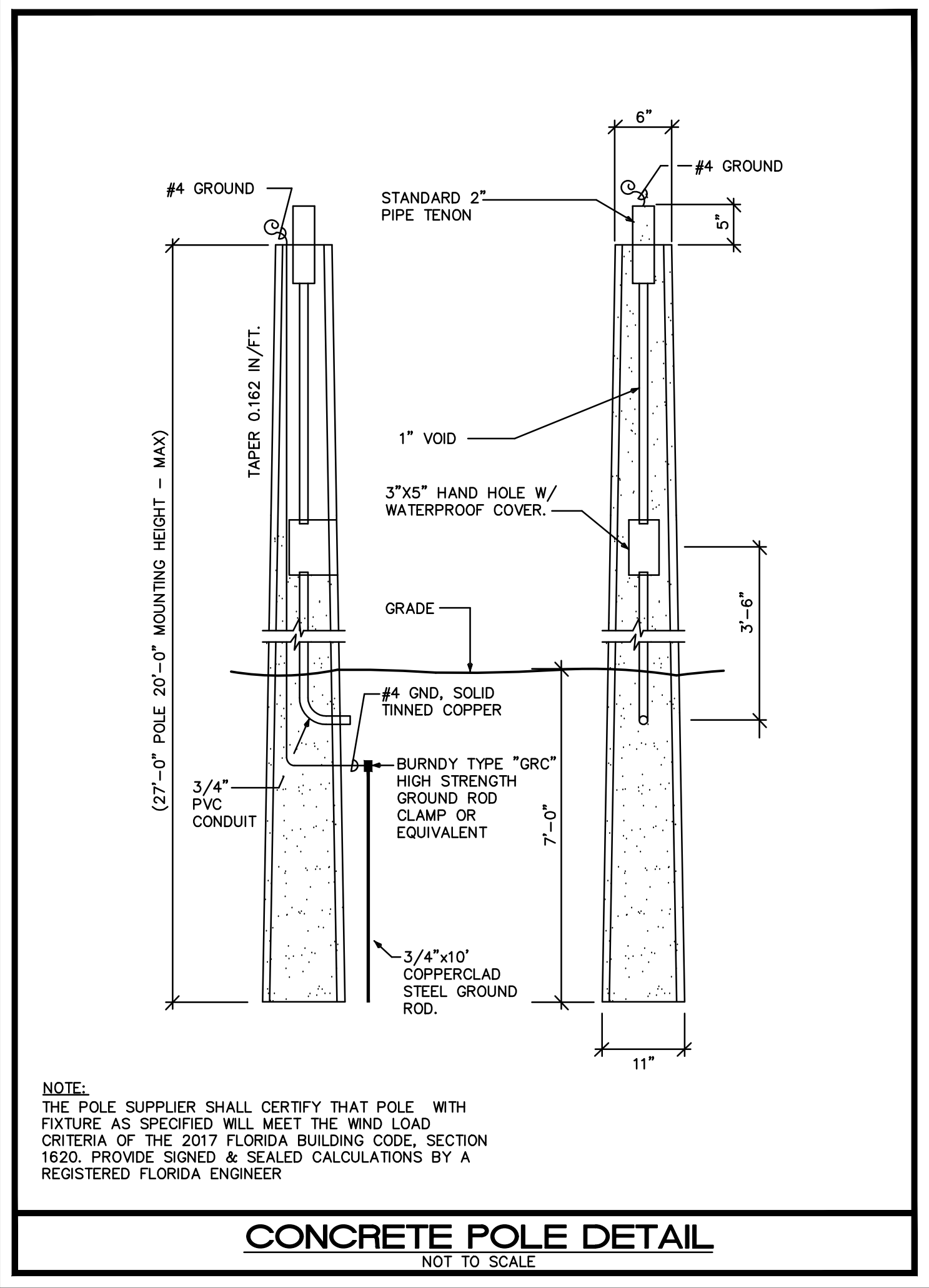
SITE PHOTOMETRIC PLAN

1"=20'-0"

NORTH

LIGHTING FIXTURE SCHEDULE (BUILDING)						
SYMBOL	DESCRIPTION	NO.	LAMPS		BALLAST TYPE	VOLTAGE
			TYPE	WATT		
A	SURFACE MOUNTED CANOPY LIGHT (15") US LED LIGHTING "ARC1" SERIES. DAMP LOCATION	-	LED	20	-	120/277
B	SURFACE MOUNTED CANOPY LIGHT (15") SUN SET LIGHTING "F6892-58" SERIES. WET LOCATION	2	A-19	75	-	120

NOTES: VERIFY FINISH WITH ARCHITECT PRIOR TO PURCHASING



PERMIT ISSUED
CONSTRUCTION ISSUED

revision	date
1	5.14.21
2	3.2.22
3	5.23.22

1407 West Newport Center Drive
Phone 954.949.2200 Fax 954.949.2201
engineering@kammconsulting.com
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engineering@kammconsulting.com

KAMM
Consulting

3-2-22
date
signed

259 West Hillsboro Site Lighting

259 WEST HILLSBORO BLVD.
DEERFIELD BEACH FLORIDA

project title: SITE PHOTOMETRIC PLAN

sheet title:

proj. no.:	2020-0725
project manager:	GK
checked by:	MF
scale:	AS NOTED
date:	12/07/2020

sheet

E1.1

project

TRAFFIC IMPACT STUDY

Miami Grill Deerfield Beach, FL

Prepared for:
K & S Hillsboro, LLC.
Naples, FL

Prepared by:

 **MacKenzie**
Engineering & Planning, Inc.

1172 SW 30th Street
Palm City, FL 34990
(772) 286-8030

009044
September 2021
© MacKenzie Engineering and Planning, Inc.
CA 29013

Shaun G. MacKenzie P.E.
PE Number 61751

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. (MEP) was retained by K&S Hillsboro, LLC to perform a traffic analysis for the proposed development located at the northwest corner of Hillsboro Boulevard and 2nd Terrace in Deerfield Beach, Florida. The applicant proposes constructing a 1,129 SF Drive Through Restaurant with an existing 1,858 SF Drive Through Donut/Coffee Shop.

The proposed site will generate the following net change in trips:

- 271 daily, 23 AM peak hour (12 in/11 out), and 19 PM peak hour (10 in/9 out) trips.

The proposed site will generate the following cumulative driveway trips:

- 2,056 daily, 210 AM peak hour (107 in/103 out), and 118 PM peak hour (60 in/58 out) trips.

The site meets Deerfield Beach's concurrency requirements.

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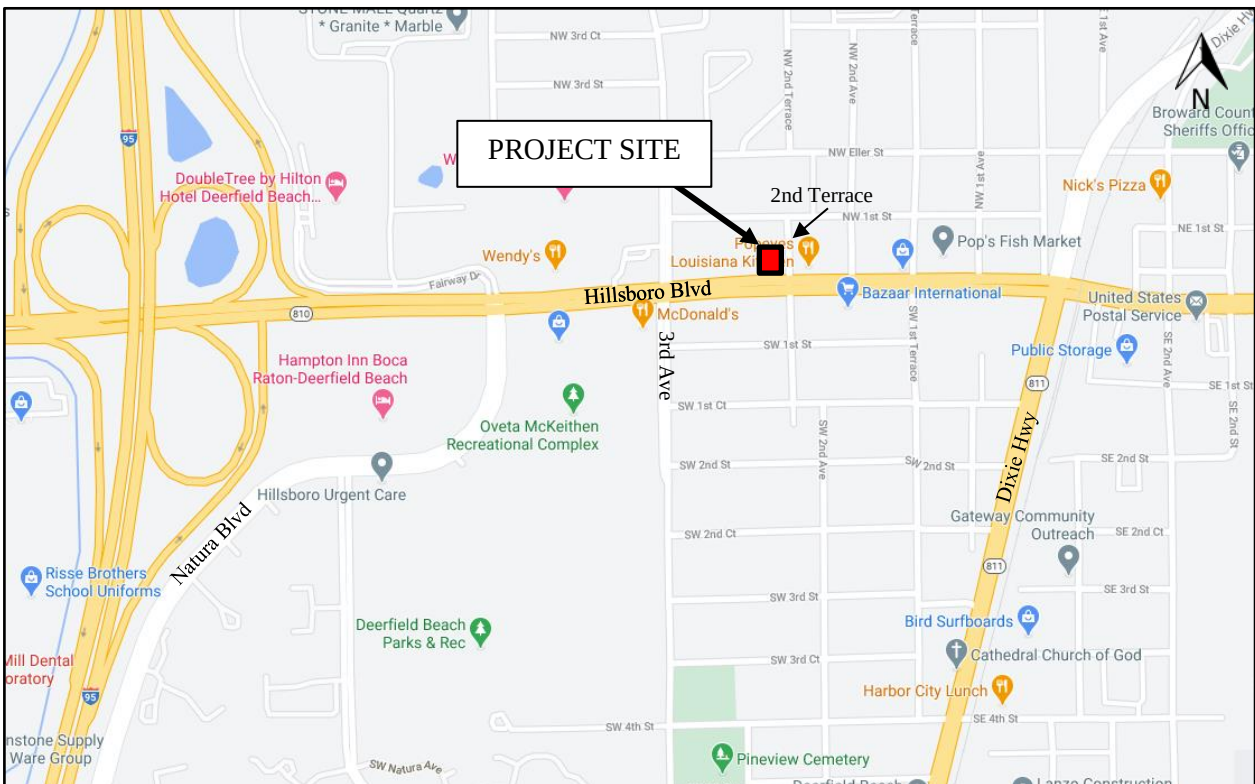
EXHIBITS

Exhibit 1. Trip Generation
Exhibit 2. Volume Development Worksheets
Exhibit 3. Intersection Results
Exhibit 4. Signal Timing Worksheets

INTRODUCTION

MacKenzie Engineering and Planning, Inc. (MEP) was retained by K&S Hillsboro, LLC to perform a traffic analysis for the development located at the northwest corner of Hillsboro Boulevard and 2nd Terrace in Deerfield Beach, Florida. The applicant proposes constructing a 1,129 SF Drive Through Restaurant with an existing 1,858 SF Drive Through Coffee/Donut Shop. The analysis will be for a buildout in 2022. Figure 1 shows the location of the proposed development.

Figure 1. Site Location



CURRENT DATA

The information contained below was used to develop the foregoing traffic analysis.

- Broward County Signal Timing
- Institute of Traffic Engineers' (ITE) Report *Trip Generation (10th Edition)*
- FDOT Online – Historical Traffic Data
- FDOT Access Management Guidebook
- Mackenzie Engineering & Planning, Inc. Turning Movement Counts

PROJECT TRAFFIC

Trip Generation

The study uses trip generation rates for Fast-Food Restaurant with Drive-Through Window (ITE Land Use 934), Coffee/Donut Shop with Drive-Through Window (ITE Land Use 937) published in the Institute of Traffic Engineers' (ITE) report, *Trip Generation (10th Edition)*.

Existing Trip Generation

- 1,858 SF Drive Through Donut/Coffee Shop (ITE Land Use 937 Coffee/Donut Shop with Drive-Through Window)

The existing site generates the following net external trips:

- 168 daily, 18 AM peak hour (9 in/9 out), and 9 PM peak hour (5 in/4 out) trips.

The existing site generates the following driveway trips:

- 1,524 daily, 165 AM peak hour (84 in/81 out), and 81 PM peak hour (41 in/40 out) trips.

Proposed Trip Generation

- 1,129 SF Drive Through Restaurant (ITE Land Use 934 Fast-Food Restaurant with Drive-Through Window)
- 1,858 SF Drive Through Donut/Coffee Shop (ITE Land Use 937 Coffee/Donut Shop with Drive-Through Window)

The proposed site will generate the following net new external trips:

- 439 daily, 41 AM peak hour (21 in/20 out), and 28 PM peak hour (15 in/13 out) trips.

The proposed site will generate the following cumulative driveway trips:

- 2,056 daily, 210 AM peak hour (107 in/103 out), and 118 PM peak hour (60 in/58 out) trips.

Net Trip Generation

The difference between the existing trip generation and the proposed project trip generation was determined to analyze the proposed impact to the surrounding intersections.

The proposed development will generate the following net new external trips:

- 271 daily, 23 AM peak hour (12 in/11 out), and 19 PM peak hour (10 in/9 out) trips.

The proposed development will generate the following cumulative driveway trips:

- 532 daily, 45 AM peak hour (23 in/22 out), and 37 PM peak hour (19 in/18 out) trips.

Internal Capture

The site contains no internal capture.

Pass-by Rate

The proposed pass-by capture for Fast Food Restaurant with Drive-Through Window (ITE Land Use 934) and Coffee/Donut Shop with Drive-Through Window (ITE Land Use 937) are in accordance with the ITE pass-by rates.

Table 1 presents the project's trip generation.

Table 1. Trip Generation

Land Use			Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
						Total	In	Out	Total	In	Out
<u>Existing Site Traffic</u>											
Coffee/Donut Shop + DT			1.858	1000 SF	1,524	165	84	81	81	41	40
<u>Pass-By Traffic</u>			AM	PM	Daily						
Coffee/Donut Shop + DT			89%	89%	89%	1,356	147	75	72	36	36
NET EXISTING TRIPS					168	18	9	9	9	5	4
Total Existing Driveway Volumes					1,524	165	84	81	81	41	40
<u>Proposed Site Traffic</u>											
Fast Food Restaurant w/ DT			1.129	1000 SF	532	45	23	22	37	19	18
Coffee/Donut Shop + DT			1.858	1000 SF	1,524	165	84	81	81	41	40
Subtotal					2,056	210	107	103	118	60	58
<u>Pass-By Traffic</u>			AM	PM	Daily						
Fast Food Restaurant w/ DT			49.0%	50.0%	50.0%	261	22	11	11	9	9
Coffee/Donut Shop + DT			89.0%	89.0%	89.0%	1,356	147	75	72	36	36
Subtotal					1,617	169	86	83	90	45	45
NET PROPOSED TRIPS					439	41	21	20	28	15	13
Total Proposed Driveway Volumes					2,056	210	107	103	118	60	58
NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)					271	23	12	11	19	10	9
NET CHANGE IN DRIVEWAY VOLUMES					532	45	23	22	37	19	18
Note: Trip generation was calculated using the following data:											
				Pass-by Rate	AM Peak Hour		PM Peak Hour				
Land Use	ITE Code	Unit	Daily Rate		in/out	Rate	in/out	Equation			
Fast Food Restaurant w/ DT	934	1000 SF	470.95	49%	51/49	40.19	52/48	32.67			
Coffee/Donut Shop + DT	937	1000 SF	820.38	89%	51/49	88.99	50/50	43.38			

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TRAFFIC ASSIGNMENT

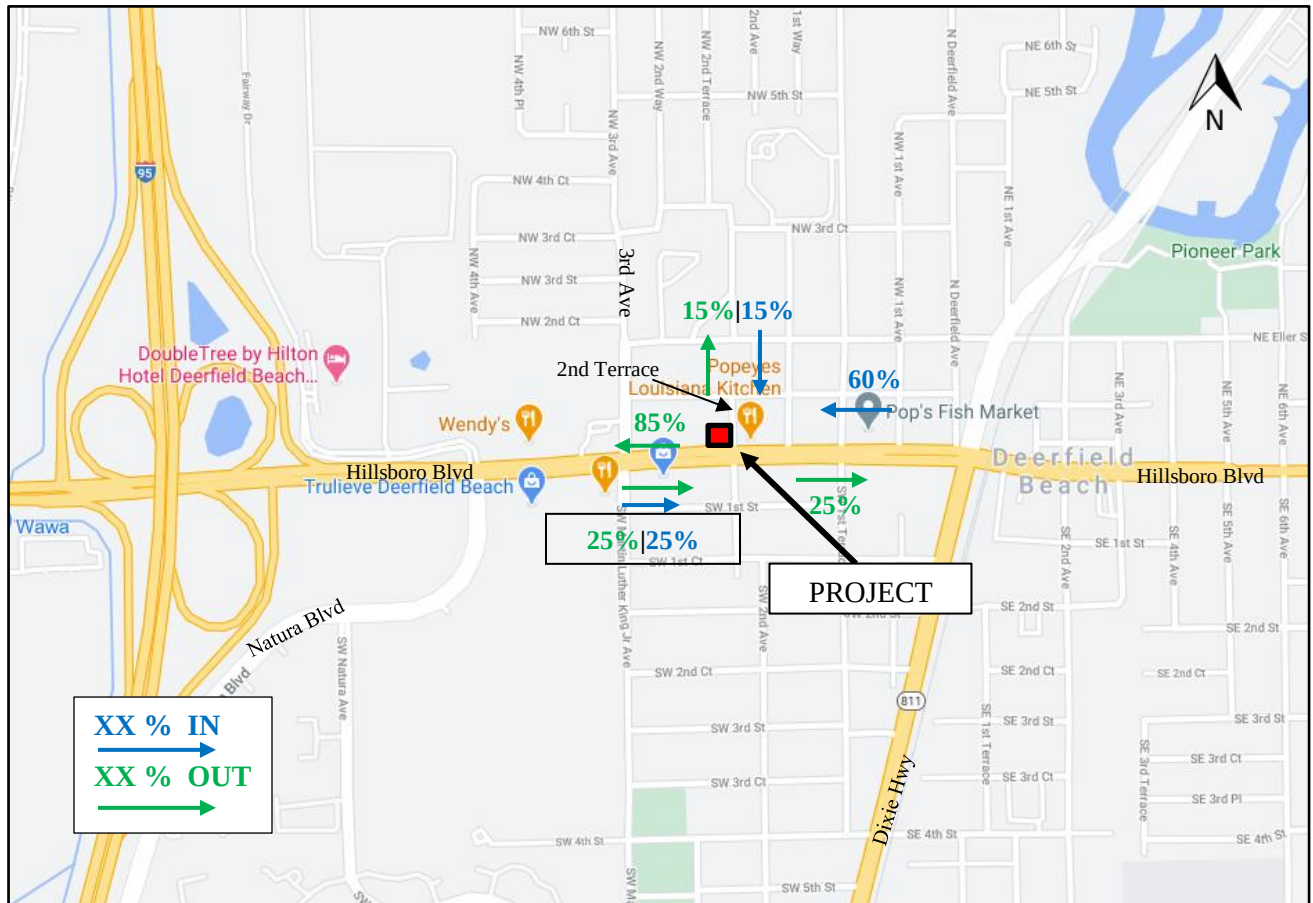
Traffic distribution and assignment was developed based upon engineering judgement, trip lengths based on the uses and from a review of the roadway network. These factors were applied using traffic engineering rationale similar to the gravity model (see Figure 2). The overall distribution is summarized by general directions and is depicted below:

NORTH – 15 percent

WEST – 25 percent

EAST – 60 percent

Figure 2. Trip Assignment



Historical Growth

Historic growth rates were developed based on historical FDOT Traffic Online data as shown in Table 2. The historic annual growth on the surrounding facilities between 2015 and 2019 is 3.6%.

Table 2. Growth Rate Calculation

Road Name	From	To	2015	2016	2017	2018	2019	Annual Absolute Growth	Growth Rate
NE 2nd St	SE 10th St	NE 2nd Ave	6,500	6,500	6,500	6,500	7,000	100	1.4%
SW Natura Blvd	SW 10th St	E Hillsboro Blvd	7,400	10,600	10,600	10,600	10,600	640	6.0%
E Hillsbroro Blvd	I-95	Dixie Hwy	51,000	52,000	54,500	54,500	60,000	2,050	3.4%
Dixie Hwy	SE 10th St	E Hillsboro Blvd	12,900	12,100	13,700	15,000	16,300	970	6.0%
	E Hillsboro Blvd	US 1	17,900	18,100	18,400	18,300	19,200	280	1.5%
Weighted Average									3.6%
Growth Rate Used									3.6%

ACCESS

The property has two existing points of access. The accesses are as follows:

- Driveway 1 & Hillsboro Boulevard – Right-in/Right-out
- Driveway 2 & NW 2nd Terrace – Full opening

Driveway volumes were determined based off of theoretical existing volumes and proposed project volumes. Driveway distribution and assignment were justified using MEP turning movement counts. Figure 3A displays the existing driveway volumes. Figure 3B displays the proposed additional traffic at the driveways due to the proposed project. Figure 3C displays the total driveway volumes (existing theoretical volumes plus proposed project traffic).

Figure 3A. Existing Driveway Volumes

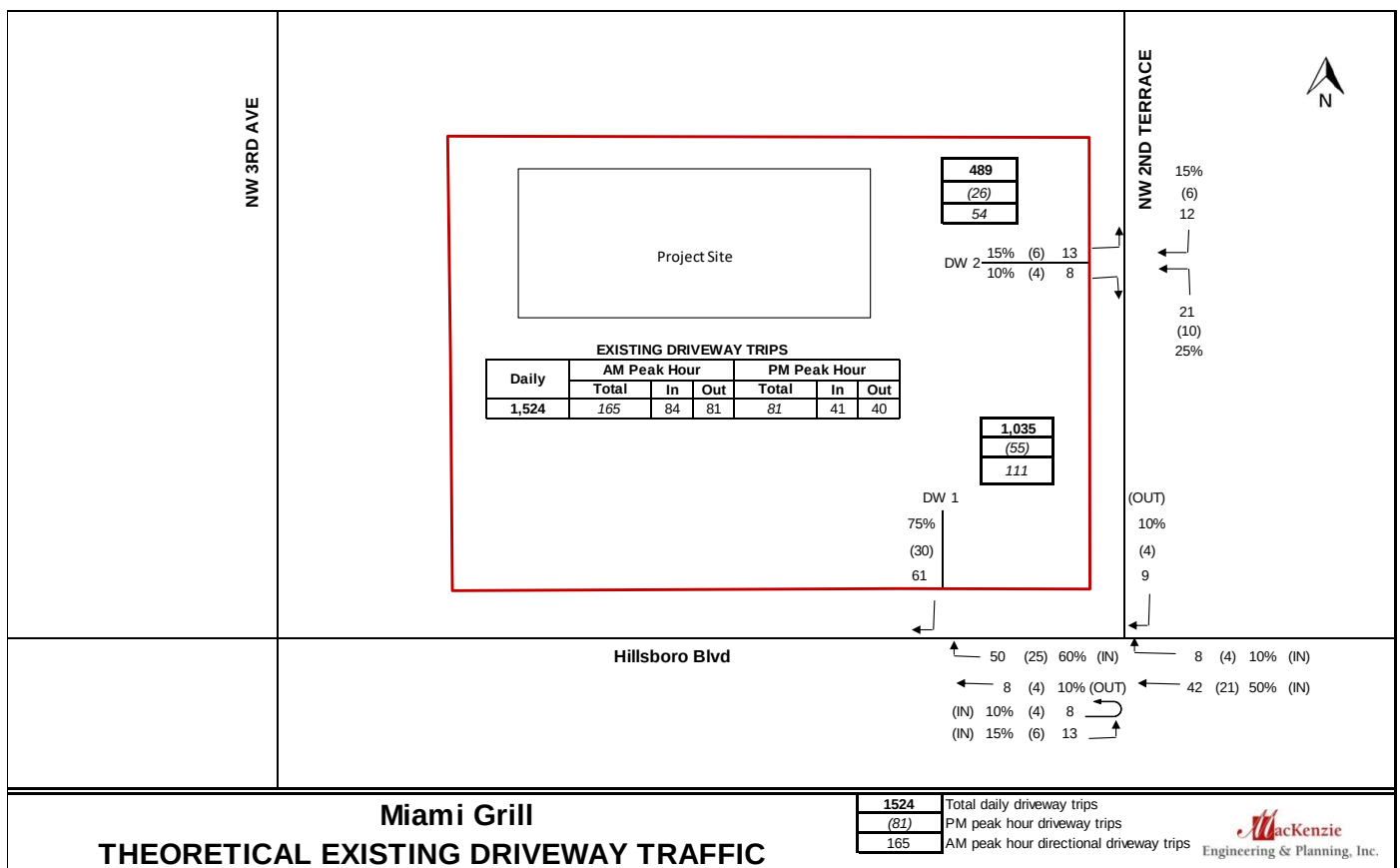


Figure 3B. Net Project Driveway Volumes

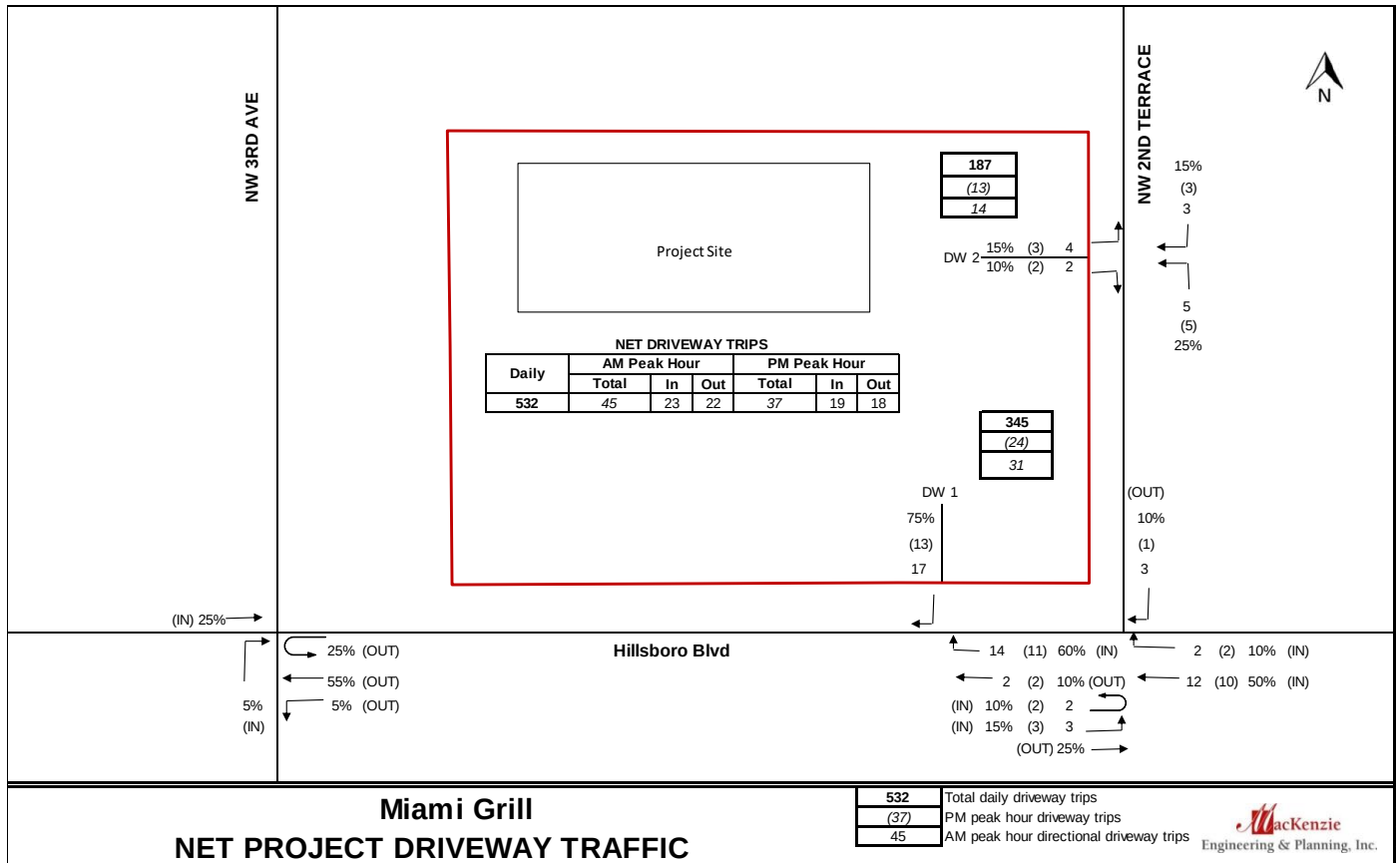
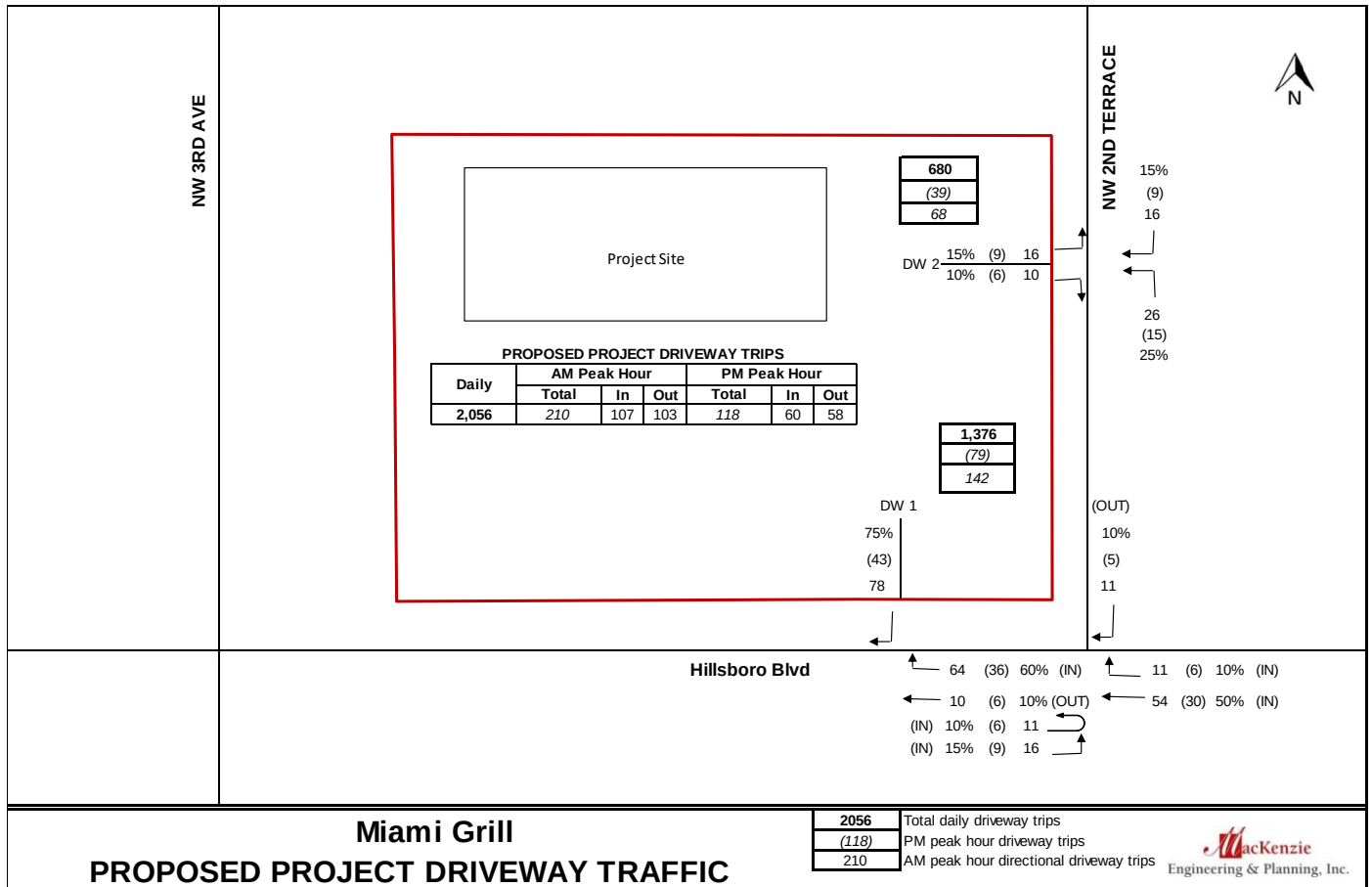


Figure 3C. Proposed Project Driveway Volumes



ANALYSIS

Intersection Queuing Analysis

The intersections within the study area were evaluated in 2022 total (existing traffic plus background plus project) traffic conditions. This study analyzes the impacts to the following intersections:

- Hillsboro Boulevard & NW 2nd Terrace
- Hillsboro Boulevard & NW 3rd Avenue

Data from the existing facilities within the study area were collected based on aerial photography and site observations. MacKenzie Engineering and Planning, Inc. collected the following traffic count data:

- Hillsboro Boulevard & NW 2nd Terrace AM/PM counts in February 2021.
- Hillsboro Boulevard & NW 3rd Avenue Mid-Day/PM counts in May 2021.
- Hillsboro Boulevard & Driveway 1 – South Entrance AM/PM counts in February 2021.

The counts were adjusted to peak season conditions using FDOT's peak season adjustment factors. Background growth and project trips were added to the peak season volumes. Signal timings were obtained from Broward County and used for existing HCS inputs.

2nd Terrace & Hillsboro Boulevard

MEP evaluated the 2nd Terrace & Hillsboro Boulevard intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0). MEP obtained the 95th percentile queue from HCS 7 for the eastbound left turn-lane at the intersection and compared it to the existing turn-lane lane storage (turn-lane length minus any taper). The intersection is projected to operate acceptably and no improvements are needed.

Table 3. 2nd Terrace & Hillsboro Boulevard Storage Analysis

Direction	Turn-Lane	Condition	95 th % Queue (feet)	Existing Storage (feet)	Adequate
Eastbound	Left	AM Pre	55	180	YES
		AM Post	60	180	YES
		PM Pre	108	180	YES
		PM Post	115	180	YES

3rd Avenue & Hillsboro Boulevard

MEP evaluated the 3rd Avenue & Hillsboro Boulevard intersection. With the additional project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0). MEP obtained the 95th percentile queue from HCS 7 for the westbound left turn-lane at the intersection and compared it to the existing turn-lane lane storage (turn-lane length minus any taper). The intersection is projected to operate acceptably and no improvements are needed.

Table 4. 3rd Avenue & Hillsboro Boulevard Storage Analysis

Direction	Turn-Lane	Condition	95 th % Queue (feet)	Existing Storage (feet)	Adequate
Westbound	Left	Mid Pre	178	345	YES
		Mid Post	318	345	YES
		PM Pre	127	345	YES
		PM Post	134	345	YES

Driveways

Driveway 1

The site's Driveway 1 is projected to have 64 peak hour right-turning vehicles. This is less than the FDOT's guideline of 80-125 right-turns for a right-turn lane. A right-turn lane is not recommended.

MEP evaluated the Driveway 1 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0).

Table 5. DW 1 & Hillsboro Blvd LOS

	AM Post-Development		PM Post-Development		ACCEPTABLE
<u>INTERSECTION</u>	Delay (s)	LOS	Delay (s)	LOS	LOS
DW 1 & Hillsboro Boulevard	25.5	D	28.8	D	YES

MEP performed an analysis of the maximum back-of-queue lengths of similar facility, a 2,114 SF Miami Grill located at 750 W Sample Road, Pompano Beach. Based on data collected in February of 2021, the conservative maximum queue is expected to be 2 vehicles. The queue length is two (2) vehicle and based on the 22-foot queue length per vehicle estimated by MacKenzie Engineering and Planning, Inc. and recommended in FDOT's Site Impact Handbook, the projected queue length is 44 feet. The proposed development has 164 feet of storage in the drive through. The drive through facility is expected to operate acceptably and is projected to not impact the traffic on Hillsboro Boulevard.

Driveway 2

The site's Driveway 2 is projected to have 16 peak hour right-turning vehicles. This is significantly less than the FDOT's guideline of 80-125 right-turns for a right-turn lane. Therefore, a right-turn lane is not recommended.

MEP evaluated the Driveway 2 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0).

Table 6. DW 2 & NW 2nd Terrace LOS

	AM Post-Development		PM Post-Development		ACCEPTABLE
<u>INTERSECTION</u>	Delay (s)	LOS	Delay (s)	LOS	LOS
DW 2 & NW 2 nd Terrace	8.6	A	8.8	A	YES

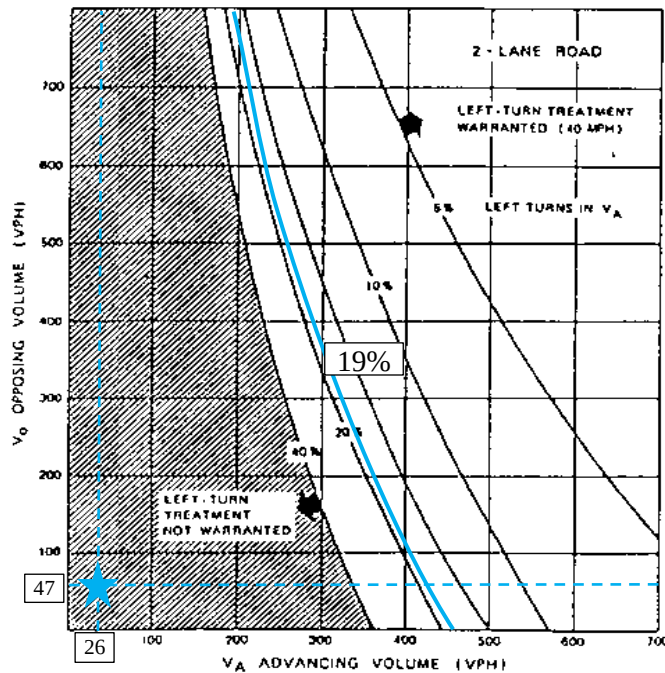
Northbound Ingress Left Turn Lane Analysis

A left-turn warrant analysis was performed to evaluate if the proposed project volumes meets the minimum Ingress Turn Lane Standards for a left-turn lane on NW 2nd Terrace. The evaluation was based on AASHTO's Guide for Left-Turn Lanes on Two-Lane Highways (Exhibit 9-75) (NCHRP 279).

Table 7. Ingress Left Turn Lane Evaluation

	Lennard Rd.					40-mph Left Turn Lanes on 2L Hwy	
	Advancing Volume				Projected Opposing SB	Turn Lane Threshold	
	NBL	NBT	Advancing Volume	% Left Turn		Opposing Volume	Is a Left Turn Lane Required?
PM	5	21	26	19%	47	700+	No

Figure 4. NCHRP 279 Left Turn Lane Volume Warrant



Based on AASHTO's Guide for Left-Turn Lanes on Two-Lane Highways (Exhibit 9-75), a left-turn lane at this location is not required because the projected left-turn volume in the PM Peak hour does not satisfy the criteria identified within the matrix. Therefore, a left-turn lane is not warranted.

CONCLUSION

MacKenzie Engineering and Planning, Inc. (MEP) was retained by K&S Hillsboro, LLC to perform a traffic analysis for the proposed development located at the northwest corner of Hillsboro Boulevard and 2nd Terrace in Deerfield Beach, Florida. The applicant proposes constructing a 1,129 SF Drive Through Restaurant with an existing 1,858 SF Drive Through Donut/Coffee Shop.

The proposed site will generate the following net change in trips:

- 271 daily, 23 AM peak hour (12 in/11 out), and 19 PM peak hour (10 in/9 out) trips.

The proposed site will generate the following cumulative driveway trips:

- 2,056 daily, 210 AM peak hour (107 in/103 out), and 118 PM peak hour (60 in/58 out) trips.

The site meets Deerfield Beach's concurrency requirements.

APPENDIX

Trip Generation Rates

- Fast-Food Restaurant with Drive-Through Window (ITE Land Use 934)
- Coffee/Donut Shop with Drive-Through Window (ITE Land Use 937)

Peak Season Factor Category Report (2020)

FDOT Access Management Guidebook

Site Plan

Approved Traffic Impact Analysis Methodology

Exhibit 1												
Miami Grill												
Land Use			Intensity			Daily Trips	AM Peak Hour			PM Peak Hour		
							Total	In	Out	Total	In	Out
Existing Site Traffic												
Coffee/Donut Shop + DT			1.858	1000 SF	1,524	165	84	81	81	41	40	
<u>Pass-By Traffic</u>			AM	PM	Daily							
Coffee/Donut Shop + DT			89%	89%	89%	1,356	147	75	72	36	36	
NET EXISTING TRIPS						168	18	9	9	5	4	
Total Existing Driveway Volumes						1,524	165	84	81	41	40	
Proposed Site Traffic												
Fast Food Restaurant w/ DT			1.129	1000 SF	532	45	23	22	37	19	18	
Coffee/Donut Shop + DT			1.858	1000 SF	1,524	165	84	81	81	41	40	
Subtotal						2,056	210	107	103	60	58	
<u>Pass-By Traffic</u>			AM	PM	Daily							
Fast Food Restaurant w/ DT			49.0%	50.0%	50.0%	261	22	11	11	9	9	
Coffee/Donut Shop + DT			89.0%	89.0%	89.0%	1,356	147	75	72	36	36	
Subtotal						1,617	169	86	83	45	45	
NET PROPOSED TRIPS						439	41	21	20	15	13	
Total Proposed Driveway Volumes						2,056	210	107	103	60	58	
NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)						271	23	12	11	10	9	
NET CHANGE IN DRIVEWAY VOLUMES						532	45	23	22	19	18	
Note: Trip generation was calculated using the following data:												
					Pass-by Rate	AM Peak Hour		PM Peak Hour				
Land Use	ITE Code	Unit	Daily Rate			in/out	Rate	in/out	Equation			
Fast Food Restaurant w/ DT	934	1000 SF	470.95		49%	51/49	40.19	52/48	32.67			
Coffee/Donut Shop + DT	937	1000 SF	820.38		89%	51/49	88.99	50/50	43.38			

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Miami Grill
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2
2nd Terrace & Hillsboro Boulevard

		ebu	ebf	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	20	194	2			202	0				4				2	424
7:15 AM	7:30 AM	0	18	275	2			285	0				3				0	583
7:30 AM	7:45 AM	0	29	308	1			335	0				1				2	676
7:45 AM	8:00 AM	0	31	341	0			312	5				5				1	695
8:00 AM	8:15 AM	0	24	272	1			344	3				2				7	653
8:15 AM	8:30 AM	0	16	327	3			329	2				1				7	685
8:30 AM	8:45 AM	0	19	346	0			317	3				2				6	693
8:45 AM	9:00 AM	0	27	285	1			284	1				2				12	612
		0	184	2348	10			2408					20				37	5021

Peak Hour Traffic Volume

7:45 AM	8:45 AM	0	90	1286	4			1302					10				21	2726
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Count Taken: 2/17/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.00

	ebu	ebf	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
2/17/2021																
<u>Existing Volumes</u>	0	90	1286	4			1302	13				10				21
Seasonal Factor	0	0	0	0			0	0				0				0
Adjusted Volumes	0	90	1286	4			1302	13				10				21
Growth Rate	3.6%	3.6%	3.6%	3.6%			3.6%	3.6%				3.6%				3.6%
Growth Volume	0	7	94	0			95	1				1				2
2022 Volumes	0	97	1380	4			1397	14				11				23
<u>Pre Development Volumes</u>	0	97	1380	4			1397	14				11				23
<u>Project Traffic</u>	2	3	3	0			12	2				0				1
<u>Post Development Volumes</u>	2	100	1383	4			1409	16				11				24
Project Traffic	In 10.0%	In 15.0%	Out 25.0%	Out 0.0%			In 50.0%	In 10.0%				Out 0.0%				Out 10.0%

Miami Grill
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2
2nd Terrace & Hillsboro Boulevard

		ebu	ebf	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
3:00 PM	3:15 PM	0	14	354	4			356	5				8				11	752
3:15 PM	3:30 PM	0	22	337	4			405	3				7				6	785
3:30 PM	3:45 PM	0	12	382	5			428	0				12				7	846
3:45 PM	4:00 PM	0	33	339	3			464	2				3				5	849
4:00 PM	4:15 PM	0	21	334	5			416	4				8				11	799
4:15 PM	4:30 PM	0	18	424	5			438	3				9				18	915
4:30 PM	4:45 PM	0	15	386	5			401	3				12				11	833
4:45 PM	5:00 PM	0	13	310	7			360	5				8				12	715
Peak Hour Traffic Volume		0	148	2866	38			3268	25				67				81	6494
3:30 PM	4:30 PM	0	84	1479	18			1746	9				32				41	3409

Count Taken: 2/17/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.00

	ebu	ebf	ebt	ebr	wbt	wbr	nbr	sbr
2/17/2021								
<u>Existing Volumes</u>	0	84	1479	18	1746	9	32	41
Seasonal Factor	0	0	0	0	0	0	0	0
Adjusted Volumes	0	84	1479	18	1746	9	32	41
Growth Rate	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%
Growth Volume	0	6	108	1	128	1	2	3
2022 Volumes	0	90	1587	19	1874	10	34	44
<u>Pre Development Volumes</u>	0	90	1587	19	1874	10	34	44
<u>Project Traffic</u>	1	2	2	0	5	1	0	1
<u>Post Development Volumes</u>	1	92	1589	19	1879	11	34	45
Project Traffic	In 10.0%	In 15.0%	Out 25.0%	0.0%	In 50.0%	In 10.0%	0.0%	Out 10.0%

$$EBT = EBL + EBT + EBR = 84 + 1479 + 18 = 1581$$

$$WBT = SBR + WBT + NBL = 41 + 1746 + 0 = 1787$$

Miami Grill
MIDDAY PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2
3rd Avenue & Hillsboro Boulevard

		ebu	ebf	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
11:00 AM	11:15 AM	9	22	312	17	2	6	373	1		21	15	9	0	4	15	34	840
11:15 AM	11:30 AM	7	18	277	17	0	15	309	2		15	17	11	0	7	15	28	738
11:30 AM	11:45 AM	5	16	342	11	4	12	293	5		19	10	9	0	5	12	30	773
11:45 AM	12:00 PM	6	20	347	12	9	14	289	6		25	15	14	0	1	8	26	792
12:00 PM	12:15 PM	7	18	328	18	7	19	348	5		31	11	15	1	9	12	30	859
12:15 PM	12:30 PM	11	23	341	18	4	21	307	4		23	21	17	1	6	15	33	845
12:30 PM	12:45 PM	12	27	334	24	8	17	330	2		19	18	17	0	7	20	39	874
12:45 PM	1:00 PM	12	18	361	15	17	19	346	3		23	15	18	0	5	13	40	905
Peak Hour Traffic Volume		69	162	2642	132	51	123	2595	28		176	122	110	2	44	110	260	6626

12:00 PM	1:00 PM	42	86	1364	75	36	76	1331	14		96	65	67	2	27	60	142	3483
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Count Taken: 5/5/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.37

	ebu	ebf	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr																																		
5/5/2021																																																		
<u>Existing Volumes</u>	42	86	1364	75	36	76	1331	14		96	65	67	2	27	60	142																																		
Seasonal Factor	16	32	505	28	13	28	492	5		36	24	25	1	10	22	53																																		
Adjusted Volumes	58	118	1869	103	49	104	1823	19		132	89	92	3	37	82	195																																		
Growth Rate	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%		3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%																																		
Growth Volume	4	9	137	8	4	8	134	1		10	7	7	0	3	6	14																																		
2022 Volumes	62	127	2006	111	53	112	1957	20		142	96	99	3	40	88	209																																		
<u>Pre Development Volumes</u>	62	127	2006	111	53	112	1957	20		142	96	99	3	40	88	209																																		
<u>Project Traffic</u>	0	0	6	0	8	2	17	0		0	0	2	0	0	0	0																																		
<u>Post Development Volumes</u>	189	2012	111		175	1974	20			142	96	101		43	88	209																																		
Project Traffic Assignment	<table> <tr> <td></td><td>In</td><td>Out</td><td>Out</td><td>Out</td><td></td><td>In</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td>0.0%</td><td>20.0%</td><td>0.0%</td><td>25.0%</td><td>5.0%</td><td>55.0%</td><td>0.0%</td><td>0.0%</td><td>0.0%</td><td>5.0%</td><td></td><td></td><td>0.0%</td><td>0.0%</td><td>0.0%</td><td></td></tr> </table>																	In	Out	Out	Out		In												0.0%	20.0%	0.0%	25.0%	5.0%	55.0%	0.0%	0.0%	0.0%	5.0%			0.0%	0.0%	0.0%	
	In	Out	Out	Out		In																																												
	0.0%	20.0%	0.0%	25.0%	5.0%	55.0%	0.0%	0.0%	0.0%	5.0%			0.0%	0.0%	0.0%																																			

Miami Grill
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2

3rd Avenue & Hillsboro Boulevard

		ebu	ebf	ebt	ebf	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	7	21	352	30	3	16	378	5		33	21	19		4	26	45	960
4:15 PM	4:30 PM	9	28	345	13	5	24	373	3		20	24	13		5	24	36	922
4:30 PM	4:45 PM	4	27	395	20	5	11	358	3		18	24	5		2	21	46	939
4:45 PM	5:00 PM	5	38	341	23	8	12	394	3		20	23	14		6	17	29	933
5:00 PM	5:15 PM	3	19	347	20	4	16	375	1		26	34	21		13	23	43	945
5:15 PM	5:30 PM	5	32	443	35	8	21	386	1		31	23	12		6	38	35	1076
5:30 PM	5:45 PM	12	22	330	15	6	15	322	3		19	37	12		7	24	30	856
5:45 PM	6:00 PM	2	32	405	24	5	21	227	2		14	25	12		10	22	34	835
Peak Hour Traffic Volume		47	219	2958	180	44	136	2813	21		181	211	108		53	195	298	7466

4:30 PM	5:30 PM	17	116	1526	98	25	60	1513	8		95	104	52		27	99	153	3893
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Count Taken: 5/6/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.37

	ebu	ebf	ebt	ebf	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr										
5/6/2021																										
Existing Volumes	17	116	1526	98	25	60	1513	8		95	104	52		27	99	153										
Seasonal Factor	6	43	565	36	9	22	560	3		35	38	19		10	37	57										
Adjusted Volumes	23	159	2091	134	34	82	2073	11		130	142	71		37	136	210										
Growth Rate	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%	3.6%		3.6%	3.6%	3.6%		3.6%	3.6%	3.6%										
Growth Volume	2	12	153	10	2	6	152	1		10	10	5		3	10	15										
2022 Volumes	25	171	2244	144	36	88	2225	12		140	152	76		40	146	225										
Pre Development Volumes	25	171	2244	144	36	88	2225	12		140	152	76		40	146	225										
Project Traffic	0	0	4	0	5	1	10	0		0	0	1		0	0	0										
Post Development Volumes		196	2248	144		130	2235	12		140	152	77		40	146	225										
Project Traffic Assignment	<table><tr><td>In</td><td>Out</td><td>Out</td><td>Out</td><td>In</td></tr><tr><td>20.0%</td><td>25.0%</td><td>5.0%</td><td>55.0%</td><td>5.0%</td></tr></table>																In	Out	Out	Out	In	20.0%	25.0%	5.0%	55.0%	5.0%
In	Out	Out	Out	In																						
20.0%	25.0%	5.0%	55.0%	5.0%																						

Miami Grill
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2
DW 1 & Hillsboro Boulevard

		ebu	ebf	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
7:00 AM	7:15 AM								12								13
7:15 AM	7:30 AM								18								17
7:30 AM	7:45 AM								24								23
7:45 AM	8:00 AM								15								24
8:00 AM	8:15 AM								13								17
8:15 AM	8:30 AM								13								17
8:30 AM	8:45 AM								15								14
8:45 AM	9:00 AM								21								14
Peak Hour Traffic Volume		0	0	0	0	0	0	0	131	0	0	0	0	0	0	0	139

7:15 AM	8:15 AM	0	0	0	0	0	0	0	70	0	0	0	0	0	0	0	81
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Count Taken: 2/18/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.00

	ebu	ebf	* ebt	ebr	wbu	wbl	** wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
2/18/2021																
<u>Existing Volumes *</u>			1380				1323	70								81
Seasonal Factor			0				0	0								0
Adjusted Volumes			1380				1323	70								81
Growth Rate			3.6%				3.6%	3.6%								3.6%
Growth Volume			101				97	5								6
2022 Volumes			1481				1420	75								87
<u>Pre Development Volumes</u>			1481				1420	75								87
<u>Project Traffic</u>			6				2	14								17
<u>Post Development Volumes</u>			1487				1422	89								104
Project Traffic Assignment			In				Out	In								Out
			25.0%				10.0%	60.0%								75.0%

* EBT = EBL + EBT + EBR = 90 + 1286 + 4 = 1380
** WBT = SBR + WBT + NBL = 21 + 1302 + 0 = 1323

Miami Grill
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2
DW 1 & Hillsboro Boulevard

		ebu	ebf	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
3:00 PM	3:15 PM								7								6
3:15 PM	3:30 PM								3								6
3:30 PM	3:45 PM								5								6
3:45 PM	4:00 PM								3								8
4:00 PM	4:15 PM								2								2
4:15 PM	4:30 PM								4								5
4:30 PM	4:45 PM								2								3
4:45 PM	5:00 PM								5								9
		0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	45

Peak Hour Traffic Volume

3:00 PM	4:00 PM	0	0	0	0	0	0	0	18	0	0	0	0	0	0	0	26
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Count Taken: 2/18/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.00

	ebu	ebf	* ebt	ebr	wbu	wbl	** wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr								
2/18/2021																								
<u>Existing Volumes</u>			1581				1787	18								26								
Seasonal Factor			0				0	0								0								
Adjusted Volumes			1581				1787	18								26								
Growth Rate			3.6%				3.6%	3.6%								3.6%								
Growth Volume			116				131	1								2								
2022 Volumes			1697				1918	19								28								
<u>Pre Development Volumes</u>			1697				1918	19								28								
<u>Project Traffic</u>			5				2	11								14								
<u>Post Development Volumes</u>			1702				1920	30								42								
Project Traffic	<table><tr><td>In</td><td>Out</td><td>In</td><td>Out</td></tr><tr><td>25.0%</td><td>10.0%</td><td>60.0%</td><td>75.0%</td></tr></table>																In	Out	In	Out	25.0%	10.0%	60.0%	75.0%
In	Out	In	Out																					
25.0%	10.0%	60.0%	75.0%																					

* EBT = EBL + EBT + EBR = 84 + 1479 + 18 = 1581
** WBT = SBR + WBT + NBL = 41 + 1746 + 0 = 1787

Miami Grill
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2
2nd Terrace & DW 2

Count Taken: 2/18/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.00

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	* nbt	nbr	sbu	sbl	** sbt	sbr
2/18/2021																
<u>Existing Volumes</u>		0		0						0	5				21	0
Seasonal Factor		0		0						0	0				0	0
Adjusted Volumes		0		0						0	5				21	0
Growth Rate		3.6%		3.6%						3.6%	3.6%				3.6%	3.6%
Growth Volume		0		0						0	0				2	0
2022 Volumes		0		0						0	5				23	0
<u>Pre Development Volumes</u>		0		0						0	5				23	0
<u>Project Traffic</u>		3		2						6	0				0	3
<u>Post Development Volumes</u>		3		2						6	5				23	3
Project Traffic Assignment	Out			Out						In						In
	15.0%			10.0%						25.0%	0.0%				0.0%	15.0%

* NBT' = WBL + NBT + EBR = 1 + 0 + 4 = 5

** SBT' = SBL + SBT + SBR = 0 + 0 + 21 = 21

Miami Grill
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 2
2nd Terrace & DW 2

Count Taken: 2/18/2021
Buildout year: 2022
Growth Rate: 3.6%
Seasonal Factor: 1.00

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	* nbt	nbr	sbu	sbl	** sbt	sbr
2/18/2021																
<u>Existing Volumes</u>		0		0						0	20				41	0
Seasonal Factor		0		0						0	0				0	0
Adjusted Volumes		0		0						0	20				41	0
Growth Rate		3.6%		3.6%						3.6%	3.6%				3.6%	3.6%
Growth Volume		0		0						0	1				3	0
2022 Volumes		0		0						0	21				44	0
<u>Pre Development Volumes</u>		0		0						0	21				44	0
<u>Project Traffic</u>		3		2						5	0				0	3
<u>Post Development Volumes</u>		3		2						5	21				44	3
Project Traffic Assignment		Out		Out						In					In	
		15.0%		10.0%						25.0%	0.0%				0.0%	15.0%

* NBT = WBL + NBT + EBR = 2 + 0 + 18 = 20

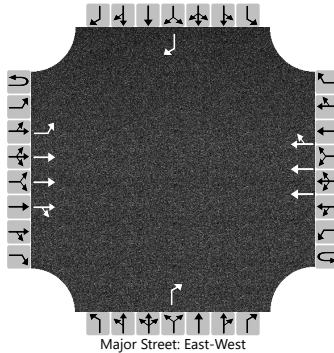
** SBT = SBL + SBT + SBR = 0 + 0 + 41 = 41

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MEP	Intersection	2nd Ter & Hillsboro Blvd
Agency/Co.	MEP	Jurisdiction	City of Deerfield Beach
Date Performed	2/17/2021	East/West Street	Hillsboro Blvd
Analysis Year	2022	North/South Street	2nd Terrace
Time Analyzed		Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	2nd Ter & Hillsboro Blvd 2022 Pre AM		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	0	3	0		0	0	1		0	0	1
Configuration		L	T	TR			T	TR				R				R
Volume (veh/h)	0	97	1380	4			1397	14				11				23
Percent Heavy Vehicles (%)	2	2										2				2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No				No			
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		5.3										7.1				7.1
Critical Headway (sec)		5.34										7.14				7.14
Base Follow-Up Headway (sec)		3.1										3.9				3.9
Follow-Up Headway (sec)		3.12										3.92				3.92

Delay, Queue Length, and Level of Service

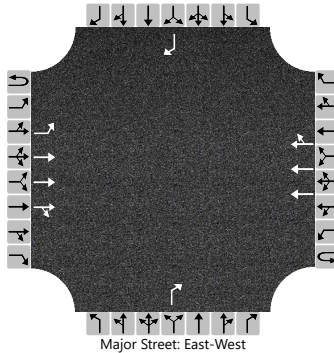
Flow Rate, v (veh/h)		102										12				24
Capacity, c (veh/h)		227										314				307
v/c Ratio		0.45										0.04				0.08
95% Queue Length, Q ₉₅ (veh)		2.2										0.1				0.3
Control Delay (s/veh)		33.3										16.9				17.7
Level of Service (LOS)		D										C				C
Approach Delay (s/veh)	2.2								16.9				17.7			
Approach LOS									C				C			

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MEP	Intersection	2nd Ter & Hillsboro Blvd
Agency/Co.	MEP	Jurisdiction	City of Deerfiled Beach
Date Performed	2/17/2021	East/West Street	Hillsboro Blvd
Analysis Year	2022	North/South Street	2nd Terrace
Time Analyzed		Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	2nd Ter & Hillsboro Blvd 2022 Post AM		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	0	3	0		0	0	1		0	0	1
Configuration		L	T	TR			T	TR				R				R
Volume (veh/h)	2	100	1383	4			1409	16				11				24
Percent Heavy Vehicles (%)	2	2										2				2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No				No			
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)	5.6	5.3										7.1				7.1
Critical Headway (sec)	5.64	5.34										7.14				7.14
Base Follow-Up Headway (sec)	2.3	3.1										3.9				3.9
Follow-Up Headway (sec)	2.32	3.12										3.92				3.92

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		107										12				25
Capacity, c (veh/h)		224										313				304
v/c Ratio		0.48										0.04				0.08
95% Queue Length, Q ₉₅ (veh)		2.4										0.1				0.3
Control Delay (s/veh)		34.9										16.9				17.9
Level of Service (LOS)		D										C				C
Approach Delay (s/veh)	2.4								16.9				17.9			
Approach LOS									C				C			

HCS7 Two-Way Stop-Control Report

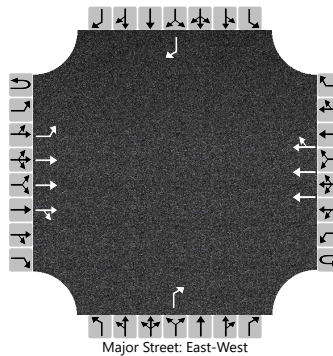
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	2/17/2021
Analysis Year	2022
Time Analyzed	
Intersection Orientation	East-West
Project Description	2nd Ter & Hillsboro Blvd 2022 Pre PM

Site Information

Intersection	2nd Ter & Hillsboro Blvd
Jurisdiction	City of Deerfield Beach
East/West Street	Hillsboro Blvd
North/South Street	2nd Terrace
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	0	3	0		0	0	1		0	0	1
Configuration		L	T	TR			T	TR				R				R
Volume (veh/h)	0	90	1587	19			1874	10				34				44
Percent Heavy Vehicles (%)	2	2										2				2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No				No			
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		5.3										7.1				7.1
Critical Headway (sec)		5.34										7.14				7.14
Base Follow-Up Headway (sec)		3.1										3.9				3.9
Follow-Up Headway (sec)		3.12										3.92				3.92

Delay, Queue Length, and Level of Service

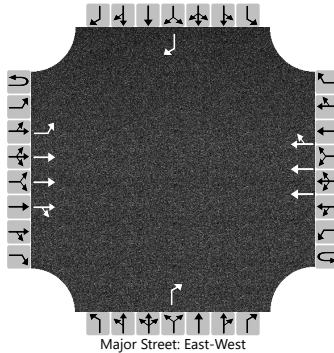
Flow Rate, v (veh/h)		95										36				46
Capacity, c (veh/h)		128										263				210
v/c Ratio		0.74										0.14				0.22
95% Queue Length, Q ₉₅ (veh)		4.3										0.5				0.8
Control Delay (s/veh)		88.4										20.8				26.9
Level of Service (LOS)		F										C				D
Approach Delay (s/veh)	4.7								20.8				26.9			
Approach LOS									C				D			

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MEP	Intersection	2nd Ter & Hillsboro Blvd
Agency/Co.	MEP	Jurisdiction	City of Deerfield Beach
Date Performed	2/17/2021	East/West Street	Hillsboro Blvd
Analysis Year	2022	North/South Street	2nd Terrace
Time Analyzed		Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	2nd Ter & Hillsboro Blvd 2022 Post PM		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	3	0	0	0	3	0		0	0	1		0	0	1
Configuration		L	T	TR			T	TR				R				R
Volume (veh/h)	1	92	1589	19			1879	11				34				45
Percent Heavy Vehicles (%)	2	2										2				2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No				No			
Median Type Storage	Left Only								1							

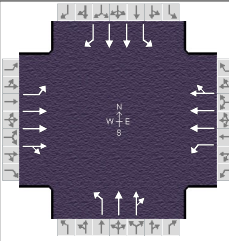
Critical and Follow-up Headways

Base Critical Headway (sec)	5.6	5.3										7.1				7.1
Critical Headway (sec)	5.64	5.34										7.14				7.14
Base Follow-Up Headway (sec)	2.3	3.1										3.9				3.9
Follow-Up Headway (sec)	2.32	3.12										3.92				3.92

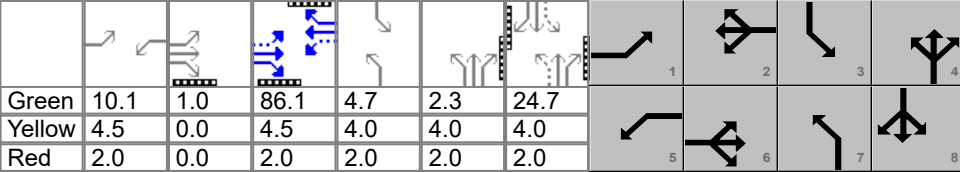
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		98										36				47
Capacity, c (veh/h)		127										262				209
v/c Ratio		0.77										0.14				0.23
95% Queue Length, Q ₉₅ (veh)		4.5										0.5				0.8
Control Delay (s/veh)		93.5										20.9				27.2
Level of Service (LOS)		F										C				D
Approach Delay (s/veh)	5.1								20.9				27.2			
Approach LOS									C				D			

HCS7 Signalized Intersection Input Data

General Information					Intersection Information							
Agency	MEP				Duration, h	0.25						
Analyst	MEP		Analysis Date	May 5, 2021		Area Type	Other					
Jurisdiction	City of Deerfield Beach		Time Period			PHF	0.95					
Urban Street			Analysis Year	2022		Analysis Period	1 > 7:00					
Intersection	3rd Ave & Hillsboro Blvd		File Name	NW 3rd Ave & Hillsboro Blvd 2022 Mid -pre.xus								
Project Description	2022 Pre-Development Mid-Day											

Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				189	2006	111	165	1957	20	142	96	99	43	88	209

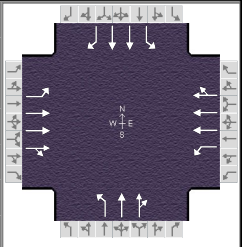
Signal Information											
Cycle, s	160.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	No	Simult. Gap E/W	On								
Force Mode	Fixed	Simult. Gap N/S	On								

Traffic Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				189	2006	111	165	1957	20	142	96	99	43	88	209
Initial Queue (Q_0), veh/h				0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_0), veh/h				1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h				None			None			None			None		
Heavy Vehicles (P_{HV}), %				2	2		2	2		2	2		2	2	2
Ped / Bike / RTOR, /h				0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h				0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)				3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (I)				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft				12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
Turn Bay Length, ft				150	0		345	0		105	0		105	0	175
Grade (P_g), %					0			0			0			0	
Speed Limit, mi/h				35	35	35	35	35	35	35	35	35	35	35	35

Phase Information		EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		20.0	80.0	20.0	80.0	20.0	40.0	20.0	40.0
Yellow Change Interval (Y), s		4.5	4.5	4.5	4.5	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s		4	12	4	12	4	6	4	6
Start-Up Lost Time (l_t), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode		Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry		No	Yes	No	Yes	No	Yes	No	Yes
Walk ($Walk$), s			7.0		7.0		7.0		7.0
Pedestrian Clearance Time (PC), s			19.0		19.0		25.0		25.0

Multimodal Information				EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius				0	No	25	0	No	25	0	No	25	0	No	25
Walkway / Crosswalk Width / Length, ft				9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb				0	0	No	0	0	No	0	0	No	0	0	No
Width Outside / Bike Lane / Shoulder, ft				12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking				No		0.50	No		0.50	No		0.50	No		0.50

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	MEP			Duration, h	0.25	
Analyst	MEP	Analysis Date	May 5, 2021	Area Type	Other	
Jurisdiction	City of Deerfield Beach	Time Period		PHF	0.95	
Urban Street		Analysis Year	2022	Analysis Period	1> 7:00	
Intersection	3rd Ave & Hillsboro Blvd	File Name	NW 3rd Ave & Hillsboro Blvd 2022 Mid -pre.xus			
Project Description	2022 Pre-Development Mid-Day					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	189	2006	111	165	1957	20	142	96	99	43	88	209

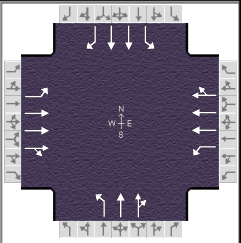
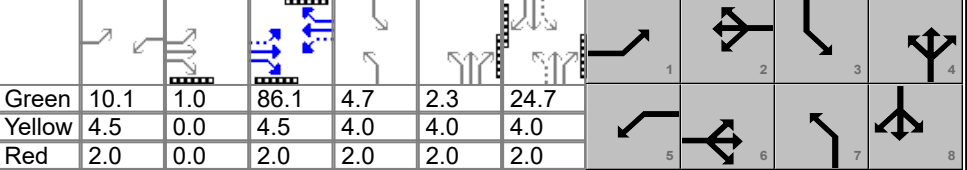
Signal Information												
Cycle, s	160.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	10.1	1.0	86.1	4.7	2.3	24.7		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	0.0	4.5	4.0	4.0	4.0		
				Red	2.0	0.0	2.0	2.0	2.0	2.0		

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	3.0
Phase Duration, s	17.6	93.6	16.6	92.6	19.0	39.0	10.7	30.7
Change Period, (Y+R _c), s	6.5	6.5	6.5	6.5	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0	3.1	3.2	3.1	3.2
Queue Clearance Time (g _s), s	10.8		9.9		13.0	10.9	5.4	23.8
Green Extension Time (g _e), s	0.3	0.0	0.2	0.0	0.0	1.1	0.0	0.9
Phase Call Probability	1.00		1.00		1.00	1.00	0.87	1.00
Max Out Probability	0.00		0.00		1.00	0.00	0.00	0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	199	1496	733	174	1389	692	149	101	104	45	93	220
Adjusted Saturation Flow Rate (s), veh/h/ln	1781	1870	1818	1781	1870	1860	1781	1870	1585	1781	1781	1585
Queue Service Time (g _s), s	8.8	48.6	49.2	7.9	43.7	43.7	11.0	7.3	8.9	3.4	3.6	21.8
Cycle Queue Clearance Time (g _c), s	8.8	48.6	49.2	7.9	43.7	43.7	11.0	7.3	8.9	3.4	3.6	21.8
Green Ratio (g/C)	0.61	0.54	0.54	0.60	0.54	0.54	0.25	0.21	0.21	0.18	0.15	0.15
Capacity (c), veh/h	222	2037	990	196	2013	1001	362	386	327	260	550	245
Volume-to-Capacity Ratio (X)	0.897	0.734	0.740	0.885	0.690	0.691	0.413	0.262	0.318	0.174	0.168	0.898
Back of Queue (Q), ft/ln (95 th percentile)	211.8	755.2	753.7	178.2	687.9	691	218.8	157.7	162.2	70.7	75.1	381.8
Back of Queue (Q), veh/ln (95 th percentile)	8.3	29.7	30.1	7.0	27.1	27.6	8.6	6.2	6.5	2.8	3.0	15.0
Queue Storage Ratio (RQ) (95 th percentile)	1.41	0.00	0.00	0.52	0.00	0.00	2.08	0.00	0.00	0.67	0.00	2.18
Uniform Delay (d ₁), s/veh	34.8	27.7	27.8	37.3	27.1	27.2	49.4	53.2	53.9	54.7	58.7	66.4
Incremental Delay (d ₂), s/veh	10.0	2.4	5.0	5.1	2.0	3.9	0.3	0.1	0.2	0.1	0.1	15.8
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	44.8	30.0	32.8	42.5	29.1	31.1	49.7	53.4	54.1	54.8	58.8	82.2
Level of Service (LOS)	D	C	C	D	C	C	D	D	D	D	E	F
Approach Delay, s/veh / LOS	32.1	C		30.7	C		52.1	D		72.7	E	
Intersection Delay, s/veh / LOS	35.5						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.27	B	2.42	B	2.61	C	2.61	C
Bicycle LOS Score / LOS	1.82	B	1.73	B	0.78	A	0.78	A

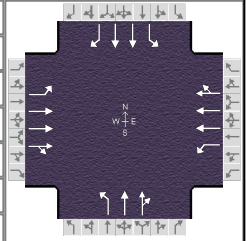
HCS7 Signalized Intersection Intermediate Values

General Information						Intersection Information									
Agency		MEP				Duration, h		0.25							
Analyst		MEP		Analysis Date		May 5, 2021		Area Type						Other	
Jurisdiction		City of Deerfield Beach		Time Period				PHF						0.95	
Urban Street				Analysis Year		2022		Analysis Period						1> 7:00	
Intersection		3rd Ave & Hillsboro Blvd		File Name		NW 3rd Ave & Hillsboro Blvd 2022 Mid -pre.xus									
Project Description		2022 Pre-Development Mid-Day													
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				189	2006	111	165	1957	20	142	96	99	43	88	209
Signal Information															
Cycle, s	160.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	No	Simult. Gap E/W	On												
Force Mode	Fixed	Simult. Gap N/S	On												
				Green	10.1	1.0	86.1	4.7	2.3	24.7					
				Yellow	4.5	0.0	4.5	4.0	4.0	4.0					
				Red	2.0	0.0	2.0	2.0	2.0	2.0					
Saturation Flow / Delay				L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f _w)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor (f _{HVg})				0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	0.984
Parking Activity Adjustment Factor (f _p)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f _{bb})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f _a)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor (f _{LU})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.952	1.000	
Left-Turn Adjustment Factor (f _{LT})				0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustmnet Factor (f _{RT})					0.972	0.972		0.995	0.995		0.847	0.847		0.000	0.847
Left-Turn Pedestrian Adjustment Factor (f _{LPb})				1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f _{RPb})						1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f _{wz})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor (f _{DDI})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h				1781	5269	290	1781	5544	57	1781	1870	1585	1781	3561	1585
Proportion of Vehicles Arriving on Green (P)				0.07	0.54	0.54	0.06	0.54	0.54	0.08	0.21	0.21	0.03	0.15	0.15
Incremental Delay Factor (k)				0.09	0.50	0.50	0.04	0.50	0.50	0.04	0.04	0.04	0.04	0.04	0.16
Signal Timing / Movement Groups				EBL	EBT/R		WBL	WBT/R		NBL	NBT/R		SBL	SBT/R	
Lost Time (t _L)				6.5	6.5		6.5	6.5		6.0	6.0		6.0	6.0	
Green Ratio (g/C)				0.61	0.54		0.60	0.54		0.25	0.21		0.18	0.15	
Permitted Saturation Flow Rate (s _p), veh/h/ln				199	0		172	0		1304	0		1177	0	
Shared Saturation Flow Rate (s _{sh}), veh/h/ln															
Permitted Effective Green Time (g _p), s				86.1	0.0		86.1	0.0		26.7	0.0		24.7	0.0	
Permitted Service Time (g _u), s				42.3	0.0		35.9	0.0		21.1	0.0		22.1	0.0	
Permitted Queue Service Time (g _{ps}), s				42.3			35.9			0.7			0.1		
Time to First Blockage (g _t), s				0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Queue Service Time Before Blockage (g _{ts}), s															
Protected Right Saturation Flow (s _R), veh/h/ln														0	
Protected Right Effective Green Time (g _R), s														0.0	
Multimodal				EB			WB			NB			SB		
Pedestrian F _w / F _v				1.557	0.000		1.710	0.000		1.852	0.000		1.852	0.000	
Pedestrian F _s / F _{delay}				0.000	0.113		0.000	0.114		0.000	0.157		0.000	0.162	
Pedestrian M _{corner} / M _{cw}															
Bicycle c _b / d _b				1089.14	16.59		1076.47	17.06		413.02	50.37		309.03	57.19	
Bicvcle F _w / F _v				-3.64	1.34		-3.64	1.24		-3.64	0.29		-3.64	0.30	

HCS7 Signalized Intersection Results Graphical Summary

General Information

Agency	MEP			Duration, h	0.25
Analyst	MEP	Analysis Date	May 5, 2021	Area Type	Other
Jurisdiction	City of Deerfield Beach	Time Period		PHF	0.95
Urban Street		Analysis Year	2022	Analysis Period	1> 7:00
Intersection	3rd Ave & Hillsboro Blvd	File Name	NW 3rd Ave & Hillsboro Blvd 2022 Mid -pre.xus		
Project Description	2022 Pre-Development Mid-Day				



Demand Information

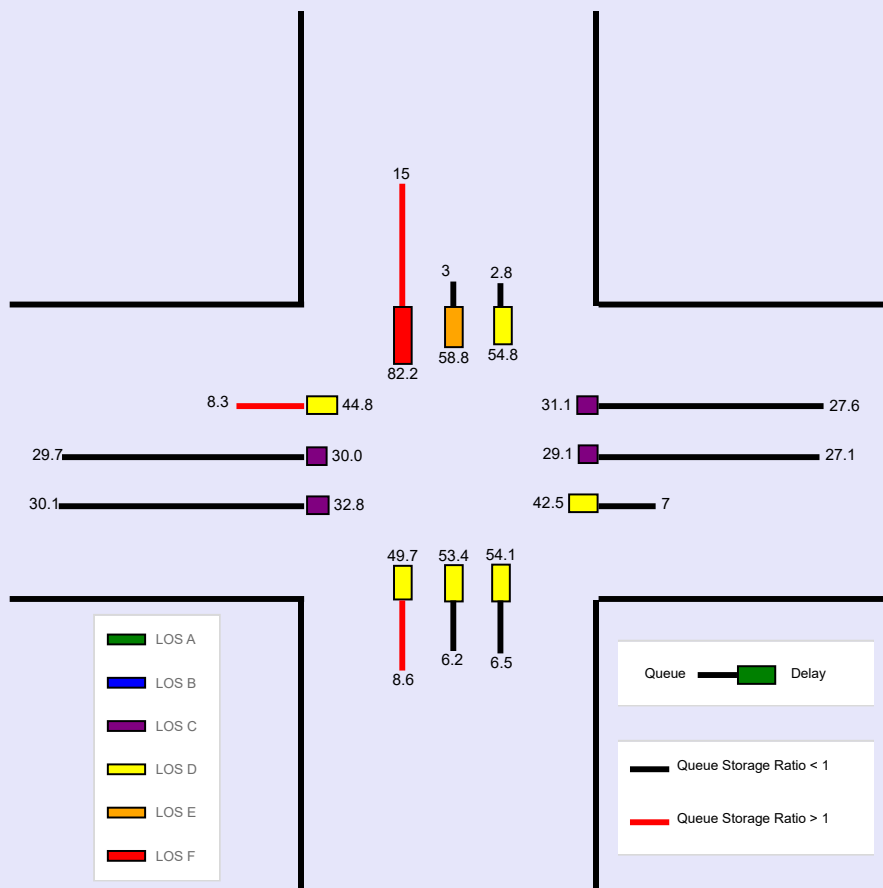
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	189	2006	111	165	1957	20	142	96	99	43	88	209

Signal Information

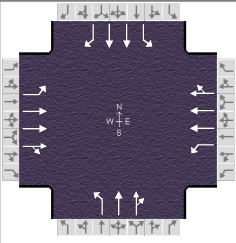
Cycle, s	160.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Movement Group Results

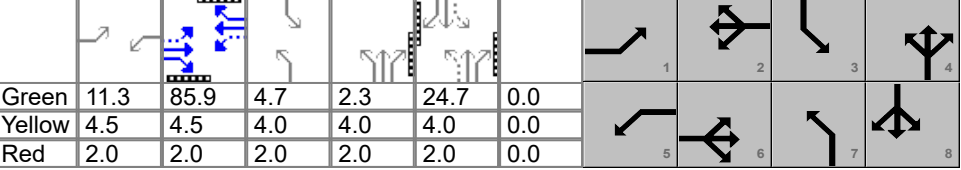
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (Q), ft/ln (95 th percentile)	211.8	755.2	753.7	178.2	687.9	691	218.8	157.7	162.2	70.7	75.1	381.8
Back of Queue (Q), veh/ln (95 th percentile)	8.3	29.7	30.1	7.0	27.1	27.6	8.6	6.2	6.5	2.8	3.0	15.0
Queue Storage Ratio (RQ) (95 th percentile)	1.41	0.00	0.00	0.52	0.00	0.00	2.08	0.00	0.00	0.67	0.00	2.18
Control Delay (d), s/veh	44.8	30.0	32.8	42.5	29.1	31.1	49.7	53.4	54.1	54.8	58.8	82.2
Level of Service (LOS)	D	C	C	D	C	C	D	D	D	D	E	F
Approach Delay, s/veh / LOS	32.1	C		30.7	C		52.1	D		72.7	E	
Intersection Delay, s/veh / LOS	35.5						D					



HCS7 Signalized Intersection Input Data

General Information						Intersection Information									
Agency	MEP			Analysis Date	May 5, 2021	Duration, h	0.25								
Analyst	MEP			Area Type	Other										
Jurisdiction	City of Deerfield Beach			PHF	0.95										
Urban Street				Analysis Year	2022			Analysis Period	1> 7:00						
Intersection	3rd Ave & Hillsboro Blvd			File Name	NW 3rd Ave & Hillsboro Blvd 2022 Mid.xus										
Project Description	2022 Post-Development Mid-Day														

Demand Information				EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	189	2012	111	175	1974	20	142	96	101	43	88	209			

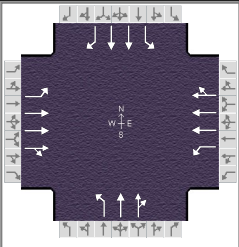
Signal Information															
Cycle, s	160.0	Reference Phase	2	Green	11.3	85.9	4.7	2.3	24.7	0.0					
Offset, s	0	Reference Point	End	Yellow	4.5	4.5	4.0	4.0	4.0	0.0					
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	2.0	2.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On												

Traffic Information				EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	189	2012	111	175	1974	20	142	96	101	43	88	209			
Initial Queue (Q_0), veh/h	0	0	0	0	0	0	0	0	0	0	0	0			
Base Saturation Flow Rate (s_0), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900			
Parking (N_m), man/h		None			None			None			None			None	
Heavy Vehicles (P_{HV}), %	2	2		2	2		2	2		2	2		2	2	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
Turn Bay Length, ft	150	0		345	0		105	0		105	0		105	0	175
Grade (P_g), %		0			0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information		EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		20.0	80.0	20.0	80.0	20.0	40.0	20.0	40.0
Yellow Change Interval (Y), s		4.5	4.5	4.5	4.5	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s		4	12	4	12	4	6	4	6
Start-Up Lost Time (l_t), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode		Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry		No	Yes	No	Yes	No	Yes	No	Yes
Walk ($Walk$), s			7.0		7.0		7.0		7.0
Pedestrian Clearance Time (PC), s			19.0		19.0		25.0		25.0

Multimodal Information				EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25	0	No	25	0	No	25	0	No	25	0	No	25
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No	0	0	No	0	0	No	0	0	No	0	0	No
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No		0.50	No		0.50	No		0.50	No		0.50	No		0.50

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	MEP			Duration, h	0.25	
Analyst	MEP	Analysis Date	May 5, 2021	Area Type	Other	
Jurisdiction	City of Deerfield Beach	Time Period		PHF	0.95	
Urban Street		Analysis Year	2022	Analysis Period	1> 7:00	
Intersection	3rd Ave & Hillsboro Blvd	File Name	NW 3rd Ave & Hillsboro Blvd 2022 Mid.xus			
Project Description	2022 Post-Development Mid-Day					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	189	2012	111	175	1974	20	142	96	101	43	88	209

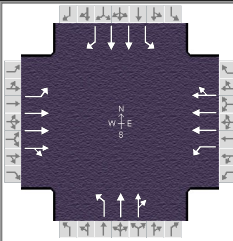
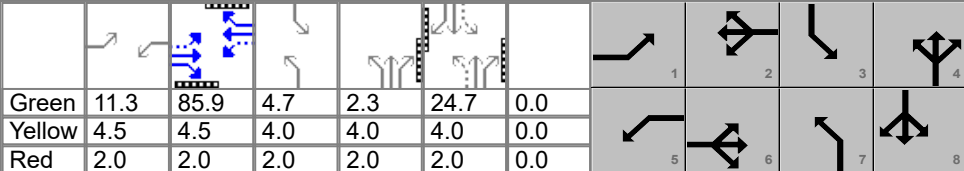
Signal Information														
Cycle, s	160.0	Reference Phase	2											
Offset, s	0	Reference Point	End											
Uncoordinated	No	Simult. Gap E/W	On	Green	11.3	85.9	4.7	2.3	24.7	0.0				
				Yellow	4.5	4.5	4.0	4.0	4.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	2.0	2.0	0.0				

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	3.0
Phase Duration, s	17.8	92.5	17.8	92.4	19.0	39.0	10.7	30.7
Change Period, ($Y+R_c$), s	6.5	6.5	6.5	6.5	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0	3.1	3.2	3.1	3.2
Queue Clearance Time (g_s), s	11.0		11.0		13.0	11.1	5.4	23.8
Green Extension Time (g_e), s	0.3	0.0	0.3	0.0	0.0	1.1	0.0	0.9
Phase Call Probability	1.00		1.00		1.00	1.00	0.87	1.00
Max Out Probability	0.00		0.00		1.00	0.00	0.00	0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	199	1500	735	184	1401	698	149	101	106	45	93	220
Adjusted Saturation Flow Rate (s), veh/h/ln	1781	1870	1818	1781	1870	1860	1781	1870	1585	1781	1781	1585
Queue Service Time (g_s), s	9.0	49.6	50.2	9.0	44.4	44.4	11.0	7.3	9.1	3.4	3.6	21.8
Cycle Queue Clearance Time (g_c), s	9.0	49.6	50.2	9.0	44.4	44.4	11.0	7.3	9.1	3.4	3.6	21.8
Green Ratio (g/C)	0.61	0.54	0.54	0.61	0.54	0.54	0.25	0.21	0.21	0.18	0.15	0.15
Capacity (c), veh/h	222	2009	977	207	2009	999	362	386	327	258	550	245
Volume-to-Capacity Ratio (X)	0.898	0.746	0.752	0.891	0.698	0.698	0.413	0.262	0.325	0.175	0.168	0.898
Back of Queue (Q), ft/ln (95 th percentile)	212.1	771.9	771.2	318.4	698.2	701.6	218.8	157.7	165.8	70.7	75.1	381.7
Back of Queue (Q), veh/ln (95 th percentile)	8.3	30.4	30.8	12.5	27.5	28.1	8.6	6.2	6.6	2.8	3.0	15.0
Queue Storage Ratio (RQ) (95 th percentile)	1.41	0.00	0.00	0.92	0.00	0.00	2.08	0.00	0.00	0.67	0.00	2.18
Uniform Delay (d_1), s/veh	35.7	28.6	28.8	40.4	27.4	27.4	49.4	53.2	54.0	54.7	58.7	66.4
Incremental Delay (d_2), s/veh	10.3	2.6	5.3	8.6	2.0	4.0	0.3	0.1	0.2	0.1	0.1	15.8
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	46.0	31.2	34.1	49.0	29.5	31.5	49.7	53.4	54.2	54.8	58.8	82.2
Level of Service (LOS)	D	C	C	D	C	C	D	D	D	D	E	F
Approach Delay, s/veh / LOS	33.3	C		31.6	C		52.1	D		72.7	E	
Intersection Delay, s/veh / LOS	36.4						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.27	B	2.42	B	2.61	C	2.61	C
Bicycle LOS Score / LOS	1.83	B	1.74	B	0.78	A	0.78	A

HCS7 Signalized Intersection Intermediate Values

General Information						Intersection Information															
Agency		MEP				Duration, h		0.25													
Analyst		MEP		Analysis Date		May 5, 2021		Area Type		Other											
Jurisdiction		City of Deerfield Beach		Time Period				PHF		0.95											
Urban Street				Analysis Year		2022		Analysis Period		1> 7:00											
Intersection		3rd Ave & Hillsboro Blvd		File Name		NW 3rd Ave & Hillsboro Blvd 2022 Mid.xus															
Project Description		2022 Post-Development Mid-Day																			
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Demand (v), veh/h				189	2012	111	175	1974	20	142	96	101	43	88	209						
Signal Information																					
Cycle, s	160.0	Reference Phase	2																		
Offset, s	0	Reference Point	End																		
Uncoordinated	No	Simult. Gap E/W	On																		
Force Mode	Fixed	Simult. Gap N/S	On																		
				Green	11.3	85.9	4.7	2.3	24.7	0.0											
				Yellow	4.5	4.5	4.0	4.0	4.0	0.0											
				Red	2.0	2.0	2.0	2.0	2.0	0.0											
Saturation Flow / Delay				L	T	R	L	T	R	L	T	R	L	T	R						
Lane Width Adjustment Factor (f_w)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000						
Heavy Vehicles and Grade Factor (f_HVg)				0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	0.984						
Parking Activity Adjustment Factor (f_p)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000						
Bus Blockage Adjustment Factor (f_bb)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000						
Area Type Adjustment Factor (f_a)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000						
Lane Utilization Adjustment Factor (f_LU)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.952	1.000							
Left-Turn Adjustment Factor (f_LT)				0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000							
Right-Turn Adjustment Factor (f_RT)					0.972	0.972		0.995	0.995		0.847	0.847		0.000	0.847						
Left-Turn Pedestrian Adjustment Factor (f_Lpb)				1.000			1.000			1.000			1.000								
Right-Turn Ped-Bike Adjustment Factor (f_Rpb)						1.000			1.000			1.000			1.000						
Work Zone Adjustment Factor (f_wz)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000						
DDI Factor (f_DDI)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000						
Movement Saturation Flow Rate (s), veh/h				1781	5270	289	1781	5545	56	1781	1870	1585	1781	3561	1585						
Proportion of Vehicles Arriving on Green (P)				0.07	0.54	0.54	0.07	0.54	0.54	0.08	0.21	0.21	0.03	0.15	0.15						
Incremental Delay Factor (k)				0.09	0.50	0.50	0.07	0.50	0.50	0.04	0.04	0.04	0.04	0.04	0.16						
Signal Timing / Movement Groups				EBL		EBT/R		WBL		WBT/R		NBL		NBT/R		SBL		SBT/R			
Lost Time (t_L)				6.5		6.5		6.5		6.5		6.0		6.0		6.0		6.0			
Green Ratio (g/C)				0.61		0.54		0.61		0.54		0.25		0.21		0.18		0.15			
Permitted Saturation Flow Rate (s_p), veh/h/ln				195		0		171		0		1304		0		1175		0			
Shared Saturation Flow Rate (s_sh), veh/h/ln																					
Permitted Effective Green Time (g_p), s				85.9		0.0		85.9		0.0		26.7		0.0		24.7		0.0			
Permitted Service Time (g_u), s				41.4		0.0		33.7		0.0		21.1		0.0		21.9		0.0			
Permitted Queue Service Time (g_ps), s				41.4				33.7				0.7				0.1					
Time to First Blockage (g_t), s				0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0			
Queue Service Time Before Blockage (g_ts), s																					
Protected Right Saturation Flow (s_R), veh/h/ln																		0			
Protected Right Effective Green Time (g_R), s																		0.0			
Multimodal				EB			WB			NB			SB								
Pedestrian F_w / F_v				1.557			0.000			1.710			0.000			1.852			0.000		
Pedestrian F_s / F_delay				0.000			0.114			0.000			0.114			0.000			0.157		
Pedestrian M_corner / M_cw																					
Bicycle c_b / d_b				1074.43			17.13			1074.20			17.14			413.07			50.37		
Bicvcle F_w / F_v				-3.64			1.34			-3.64			1.26			-3.64			0.29		

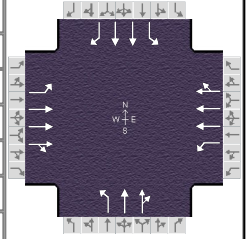
HCS7 Signalized Intersection Results Graphical Summary

General Information

Agency	MEP	Analysis Date	May 5, 2021
Analyst	MEP	Time Period	
Jurisdiction	City of Deerfield Beach	Analysis Year	2022
Urban Street		File Name	NW 3rd Ave & Hillsboro Blvd 2022 Mid.xus
Intersection	3rd Ave & Hillsboro Blvd	Analysis Period	1> 7:00
Project Description	2022 Post-Development Mid-Day		

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.95
Analysis Period	1> 7:00



Demand Information

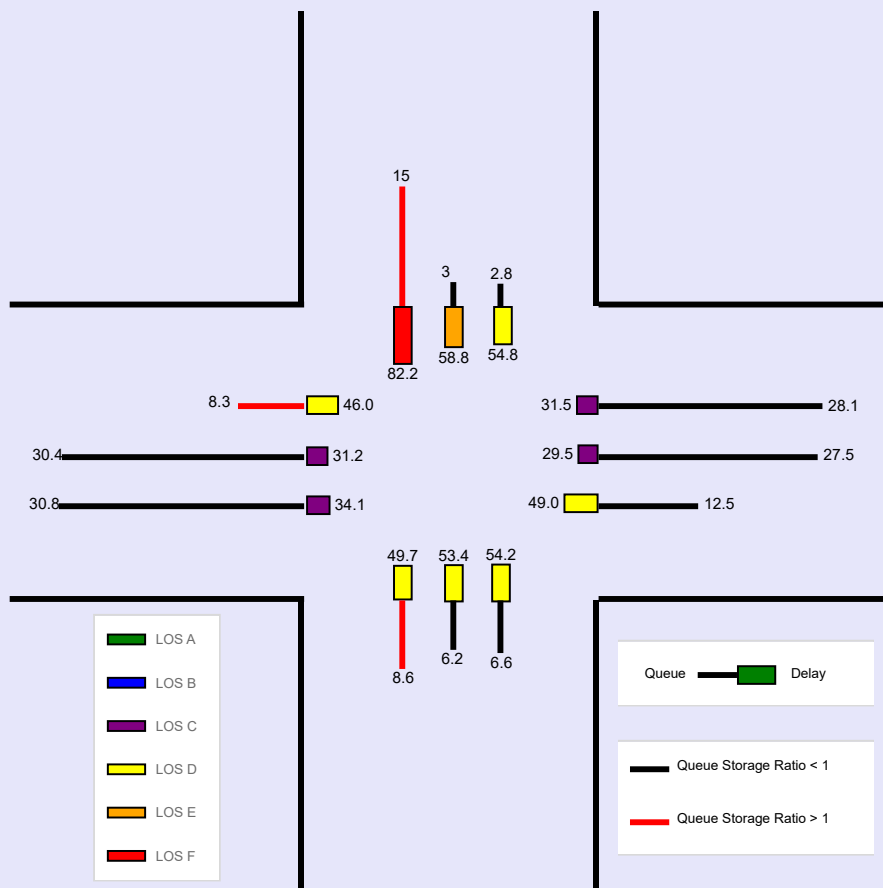
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	189	1012	111	175	1974	20	142	96	101	43	88	209

Signal Information

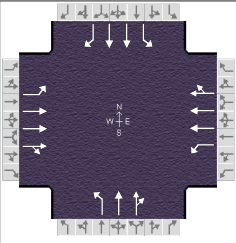
Cycle, s	160.0	Reference Phase	2											
Offset, s	0	Reference Point	End	Green	11.3	85.9	4.7	2.3	24.7	0.0				
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	4.0	4.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	2.0	2.0	0.0				

Movement Group Results

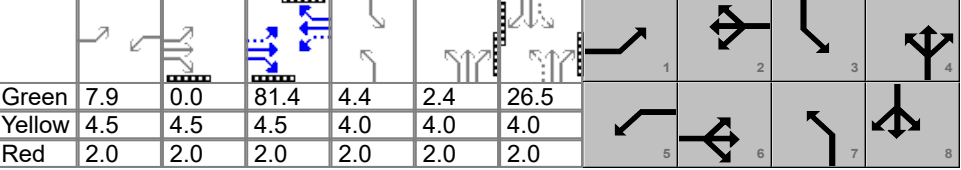
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (Q), ft/ln (95 th percentile)	212.1	771.9	771.2	318.4	698.2	701.6	218.8	157.7	165.8	70.7	75.1	381.7
Back of Queue (Q), veh/ln (95 th percentile)	8.3	30.4	30.8	12.5	27.5	28.1	8.6	6.2	6.6	2.8	3.0	15.0
Queue Storage Ratio (RQ) (95 th percentile)	1.41	0.00	0.00	0.92	0.00	0.00	2.08	0.00	0.00	0.67	0.00	2.18
Control Delay (d), s/veh	46.0	31.2	34.1	49.0	29.5	31.5	49.7	53.4	54.2	54.8	58.8	82.2
Level of Service (LOS)	D	C	C	D	C	C	D	D	D	D	E	F
Approach Delay, s/veh / LOS	33.3	C		31.6	C		52.1	D		72.7	E	
Intersection Delay, s/veh / LOS	36.4						D					



HCS7 Signalized Intersection Input Data

General Information						Intersection Information						
Agency	MEP			Analysis Date	May 5, 2021	Duration, h	0.25		Area Type			
Analyst	MEP			Time Period		PHF	0.95		Analysis Period	1 > 16:00		
Jurisdiction	City of Deerfield Beach			File Name	NW 3rd Ave & Hillsboro Blvd 2022 PM -pre.xus							
Urban Street												
Intersection	3rd Ave & Hillsboro Blvd											
Project Description	2022 Pre-Development PM											

Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				196	2244	144	124	2225	12	140	152	76	40	146	225

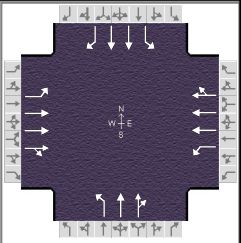
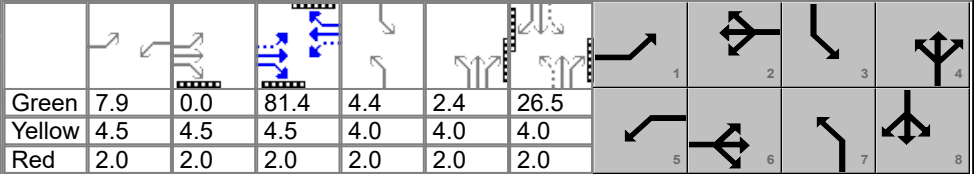
Signal Information																								
Cycle, s	160.0	Reference Phase	2	Green	7.9	0.0	81.4	4.4	2.4	26.5	Yellow	4.5	4.5	4.5	4.0	4.0	4.0	Red	2.0	2.0	2.0	2.0	2.0	2.0
Offset, s	0	Reference Point	End																					
Uncoordinated	No	Simult. Gap E/W	On																					
Force Mode	Fixed	Simult. Gap N/S	On																					

Traffic Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				196	2244	144	124	2225	12	140	152	76	40	146	225
Initial Queue (Q _b), veh/h				0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s _o), veh/h				1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N _m), man/h				None			None			None			None		
Heavy Vehicles (P _{HV}), %				2	2		2	2		2	2		2	2	2
Ped / Bike / RTOR, /h				0	0	0	0	0	0	0	0	0	0	0	0
Buses (N _b), buses/h				0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)				3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (I)				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft				12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
Turn Bay Length, ft				150	0		345	0		105	0		105	0	175
Grade (P _g), %					0			0			0			0	
Speed Limit, mi/h				35	35	35	35	35	35	35	35	35	35	35	35

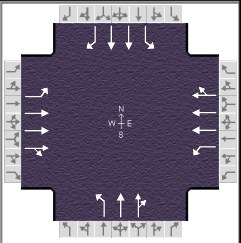
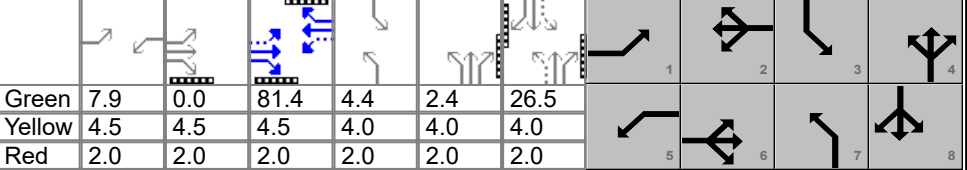
Phase Information		EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G _{max}) or Phase Split, s		20.0	80.0	20.0	80.0	20.0	40.0	20.0	40.0
Yellow Change Interval (Y), s		4.5	4.5	4.5	4.5	4.0	4.0	4.0	4.0
Red Clearance Interval (R _c), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G _{min}), s		4	12	4	12	4	6	4	6
Start-Up Lost Time (I _t), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode		Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry		No	Yes	No	Yes	No	Yes	No	Yes
Walk (Walk), s			7.0		7.0		7.0		7.0
Pedestrian Clearance Time (PC), s			19.0		19.0		25.0		25.0

Multimodal Information				EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius				0	No	25	0	No	25	0	No	25	0	No	25
Walkway / Crosswalk Width / Length, ft				9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb				0	0	No	0	0	No	0	0	No	0	0	No
Width Outside / Bike Lane / Shoulder, ft				12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking				No		0.50	No		0.50	No		0.50	No		0.50

HCS7 Signalized Intersection Results Summary

General Information						Intersection Information															
Agency		MEP				Duration, h		0.25													
Analyst		MEP		Analysis Date		May 5, 2021		Area Type		Other											
Jurisdiction		City of Deerfield Beach		Time Period				PHF		0.95											
Urban Street				Analysis Year		2022		Analysis Period		1> 16:00											
Intersection		3rd Ave & Hillsboro Blvd		File Name		NW 3rd Ave & Hillsboro Blvd 2022 PM -pre.xus															
Project Description		2022 Pre-Development PM																			
Demand Information						EB			WB			NB			SB						
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R				
Demand (v), veh/h						196	2244	144	124	2225	12	140	152	76	40	146	225				
Signal Information																					
Cycle, s	160.0	Reference Phase	2																		
Offset, s	0	Reference Point	End																		
Uncoordinated	No	Simult. Gap E/W	On																		
Force Mode	Fixed	Simult. Gap N/S	On																		
						Green	7.9	0.0	81.4	4.4	2.4	26.5									
						Yellow	4.5	4.5	4.5	4.0	4.0	4.0									
						Red	2.0	2.0	2.0	2.0	2.0	2.0									
Timer Results						EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT	
Assigned Phase						1		6		5		2		7		4		3		8	
Case Number						1.1		4.0		1.1		4.0		1.1		4.0		1.1		3.0	
Phase Duration, s						20.9		94.4		14.4		87.9		18.7		40.9		10.4		32.5	
Change Period, (Y+R c), s						6.5		6.5		6.5		6.5		6.0		6.0		6.0		6.0	
Max Allow Headway (MAH), s						3.1		0.0		3.1		0.0		3.1		3.2		3.1		3.2	
Queue Clearance Time (g s), s						14.2				7.7				12.7		11.4		5.1		25.4	
Green Extension Time (g e), s						0.2		0.0		0.2		0.0		0.0		1.3		0.0		1.1	
Phase Call Probability						1.00				1.00				1.00		1.00		0.85		1.00	
Max Out Probability						0.01				0.00				1.00		0.00		0.00		0.03	
Movement Group Results						EB			WB			NB			SB						
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R				
Assigned Movement						1	6	16	5	2	12	7	4	14	3	8	18				
Adjusted Flow Rate (v), veh/h						206	1684	829	131	1571	784	147	123	117	42	154	237				
Adjusted Saturation Flow Rate (s), veh/h/ln						1781	1870	1811	1781	1870	1865	1781	1870	1665	1781	1781	1585				
Queue Service Time (g s), s						12.2	59.1	60.9	5.7	56.9	57.0	10.7	8.8	9.4	3.1	6.0	23.4				
Cycle Queue Clearance Time (g c), s						12.2	59.1	60.9	5.7	56.9	57.0	10.7	8.8	9.4	3.1	6.0	23.4				
Green Ratio (g/C)						0.61	0.55	0.55	0.56	0.51	0.51	0.26	0.22	0.22	0.19	0.17	0.17				
Capacity (c), veh/h						228	2054	994	153	1902	948	345	408	363	261	590	263				
Volume-to-Capacity Ratio (X)						0.904	0.820	0.834	0.854	0.826	0.827	0.427	0.302	0.322	0.162	0.260	0.901				
Back of Queue (Q), ft/ln (95 th percentile)						370	903.2	922	126.3	887.4	902.7	213.9	191.5	180	64.8	125	410.3				
Back of Queue (Q), veh/ln (95 th percentile)						14.6	35.6	36.9	5.0	34.9	36.1	8.4	7.5	7.2	2.6	4.9	16.2				
Queue Storage Ratio (RQ) (95 th percentile)						2.47	0.00	0.00	0.37	0.00	0.00	2.04	0.00	0.00	0.62	0.00	2.34				
Uniform Delay (d 1), s/veh						47.9	29.6	30.0	36.4	33.3	33.4	48.3	52.4	52.6	53.4	58.2	65.4				
Incremental Delay (d 2), s/veh						18.7	3.8	8.2	5.1	4.3	8.2	0.3	0.2	0.2	0.1	0.1	18.1				
Initial Queue Delay (d 3), s/veh						0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Control Delay (d), s/veh						66.6	33.4	38.2	41.5	37.6	41.5	48.6	52.5	52.8	53.5	58.3	83.5				
Level of Service (LOS)						E	C	D	D	D	D	D	D	D	D	E	F				
Approach Delay, s/veh / LOS						37.4		D		39.0		D		51.1		D		71.6		E	
Intersection Delay, s/veh / LOS						41.4						D									
Multimodal Results						EB			WB			NB			SB						
Pedestrian LOS Score / LOS						2.27		B		2.43		B		2.61		C		2.61		C	
Bicycle LOS Score / LOS						1.98		B		1.85		B		0.81		A		0.84		A	

HCS7 Signalized Intersection Intermediate Values

General Information						Intersection Information									
Agency		MEP				Duration, h		0.25							
Analyst		MEP		Analysis Date		May 5, 2021		Area Type		Other					
Jurisdiction		City of Deerfield Beach		Time Period				PHF		0.95					
Urban Street				Analysis Year		2022		Analysis Period		1> 16:00					
Intersection		3rd Ave & Hillsboro Blvd		File Name		NW 3rd Ave & Hillsboro Blvd 2022 PM -pre.xus									
Project Description		2022 Pre-Development PM													
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				196	2244	144	124	2225	12	140	152	76	40	146	225
Signal Information															
Cycle, s	160.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	No	Simult. Gap E/W	On												
Force Mode	Fixed	Simult. Gap N/S	On												
				Green	7.9	0.0	81.4	4.4	2.4	26.5					
				Yellow	4.5	4.5	4.5	4.0	4.0	4.0					
				Red	2.0	2.0	2.0	2.0	2.0	2.0					
Saturation Flow / Delay				L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor (f_HVg)				0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	0.984
Parking Activity Adjustment Factor (f_p)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_bb)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor (f_LU)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.952	1.000	
Left-Turn Adjustment Factor (f_LT)				0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f_RT)					0.968	0.968		0.997	0.997		0.890	0.890		0.000	0.847
Left-Turn Pedestrian Adjustment Factor (f_LPB)				1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_RPB)						1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_WZ)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor (f_DDI)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h				1781	5220	331	1781	5576	30	1781	2396	1140	1781	3561	1585
Proportion of Vehicles Arriving on Green (P)				0.09	0.55	0.55	0.05	0.51	0.51	0.08	0.22	0.22	0.03	0.17	0.17
Incremental Delay Factor (k)				0.18	0.50	0.50	0.04	0.50	0.50	0.04	0.04	0.04	0.04	0.04	0.20
Signal Timing / Movement Groups				EBL	EBT/R		WBL	WBT/R		NBL	NBT/R		SBL	SBT/R	
Lost Time (t_L)				6.5	6.5		6.5	6.5		6.0	6.0		6.0	6.0	
Green Ratio (g/C)				0.61	0.55		0.56	0.51		0.26	0.22		0.19	0.17	
Permitted Saturation Flow Rate (s_p), veh/h/ln				152	0		129	0		1233	0		1140	0	
Shared Saturation Flow Rate (s_sh), veh/h/ln															
Permitted Effective Green Time (g_p), s				83.3	0.0		81.3	0.0		28.5	0.0		26.5	0.0	
Permitted Service Time (g_u), s				24.3	0.0		24.9	0.0		20.5	0.0		23.4	0.0	
Permitted Queue Service Time (g_ps), s				24.3			24.9			1.1			0.1		
Time to First Blockage (g_t), s				0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Queue Service Time Before Blockage (g_ts), s															
Protected Right Saturation Flow (s_R), veh/h/ln														0	
Protected Right Effective Green Time (g_R), s														0.0	
Multimodal				EB			WB			NB			SB		
Pedestrian F_w / F_v				1.557	0.000		1.710	0.000		1.852	0.000		1.852	0.000	
Pedestrian F_s / F_delay				0.000	0.112		0.000	0.119		0.000	0.156		0.000	0.161	
Pedestrian M_corner / M_cw															
Bicycle c_b / d_b				1098.48	16.25		1016.91	19.33		436.20	48.91		331.62	55.67	
Bicycle F_w / F_v				-3.64	1.50		-3.64	1.37		-3.64	0.32		-3.64	0.36	

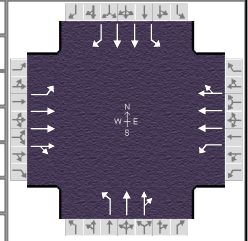
HCS7 Signalized Intersection Results Graphical Summary

General Information

Agency	MEP
Analyst	MEP
Jurisdiction	City of Deerfield Beach
Urban Street	
Intersection	3rd Ave & Hillsboro Blvd
Project Description	2022 Pre-Development PM

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.95
Analysis Period	1> 16:00



Demand Information

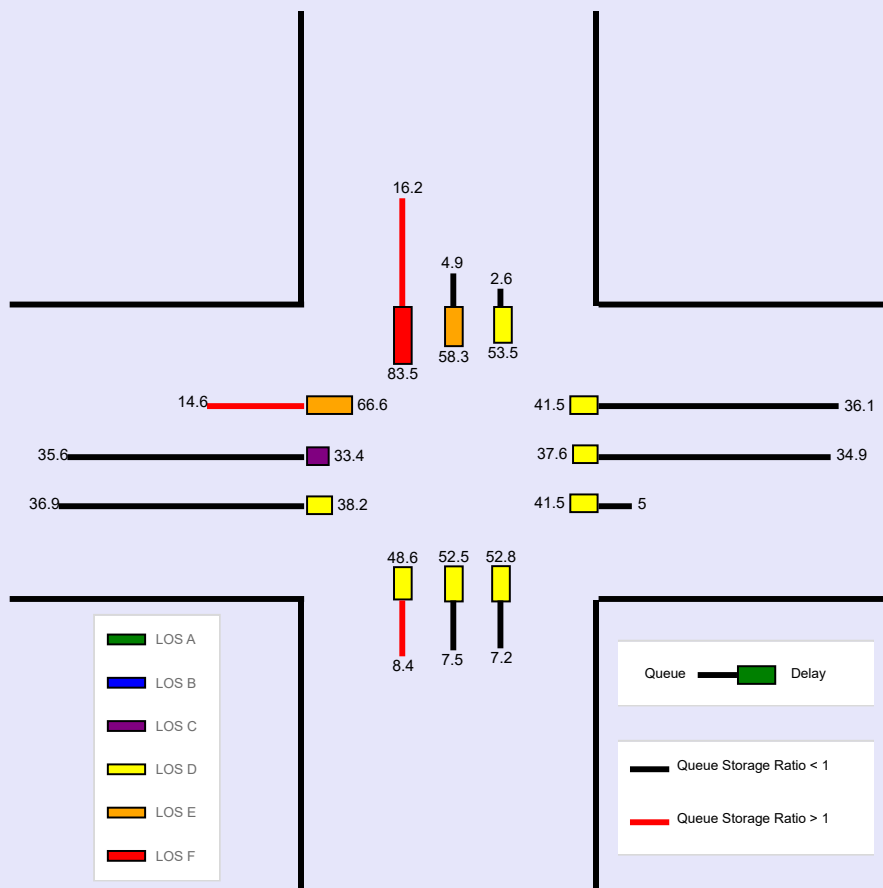
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	196	2244	144	124	2225	12	140	152	76	40	146	225

Signal Information

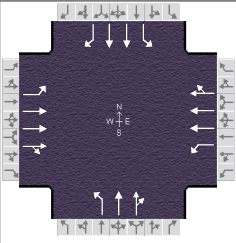
Cycle, s	160.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Movement Group Results

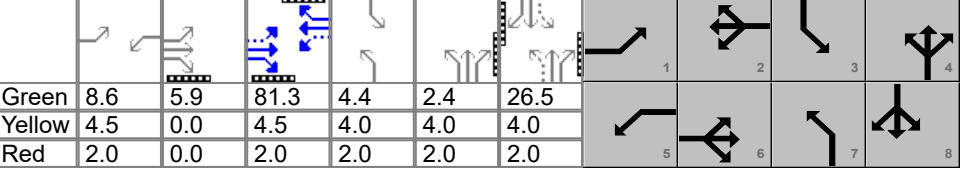
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (Q), ft/ln (95 th percentile)	370	903.2	922	126.3	887.4	902.7	213.9	191.5	180	64.8	125	410.3
Back of Queue (Q), veh/ln (95 th percentile)	14.6	35.6	36.9	5.0	34.9	36.1	8.4	7.5	7.2	2.6	4.9	16.2
Queue Storage Ratio (RQ) (95 th percentile)	2.47	0.00	0.00	0.37	0.00	0.00	2.04	0.00	0.00	0.62	0.00	2.34
Control Delay (d), s/veh	66.6	33.4	38.2	41.5	37.6	41.5	48.6	52.5	52.8	53.5	58.3	83.5
Level of Service (LOS)	E	C	D	D	D	D	D	D	D	D	E	F
Approach Delay, s/veh / LOS	37.4		D	39.0		D	51.1		D	71.6		E
Intersection Delay, s/veh / LOS	41.4						D					



HCS7 Signalized Intersection Input Data

General Information						Intersection Information									
Agency	MEP			Analysis Date	May 5, 2021	Duration, h	0.25								
Analyst	MEP			Area Type	Other										
Jurisdiction	City of Deerfield Beach			PHF	0.95										
Urban Street				Analysis Year	2022			Analysis Period	1> 16:00						
Intersection	3rd Ave & Hillsboro Blvd			File Name	NW 3rd Ave & Hillsboro Blvd 2022 PM.xus										
Project Description	2022 Post-Development PM														

Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				196	2248	144	130	2235	12	140	152	77	40	146	225

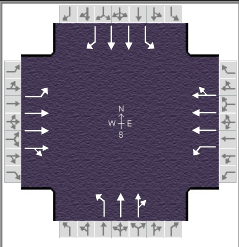
Signal Information																
Cycle, s	160.0	Reference Phase	2	Green	8.6	5.9	81.3	4.4	2.4	26.5						
Offset, s	0	Reference Point	End	Yellow	4.5	0.0	4.5	4.0	4.0	4.0						
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	0.0	2.0	2.0	2.0	2.0						
Force Mode	Fixed	Simult. Gap N/S	On													

Traffic Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				196	2248	144	130	2235	12	140	152	77	40	146	225
Initial Queue (Q_0), veh/h				0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s_0), veh/h				1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N_m), man/h				None			None			None			None		
Heavy Vehicles (P_{HV}), %				2	2		2	2		2	2		2	2	2
Ped / Bike / RTOR, /h				0	0	0	0	0	0	0	0	0	0	0	0
Buses (N_b), buses/h				0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)				3	3	3	3	3	3	3	3	3	3	3	3
Upstream Filtering (I)				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft				12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
Turn Bay Length, ft				150	0		345	0		105	0		105	0	175
Grade (P_g), %					0			0			0			0	
Speed Limit, mi/h				35	35	35	35	35	35	35	35	35	35	35	35

Phase Information		EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G_{max}) or Phase Split, s		20.0	80.0	20.0	80.0	20.0	40.0	20.0	40.0
Yellow Change Interval (Y), s		4.5	4.5	4.5	4.5	4.0	4.0	4.0	4.0
Red Clearance Interval (R_c), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Minimum Green (G_{min}), s		4	12	4	12	4	6	4	6
Start-Up Lost Time (l_t), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Recall Mode		Off	Min	Off	Min	Off	Off	Off	Off
Dual Entry		No	Yes	No	Yes	No	Yes	No	Yes
Walk ($Walk$), s			7.0		7.0		7.0		7.0
Pedestrian Clearance Time (PC), s			19.0		19.0		25.0		25.0

Multimodal Information				EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius				0	No	25	0	No	25	0	No	25	0	No	25
Walkway / Crosswalk Width / Length, ft				9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb				0	0	No	0	0	No	0	0	No	0	0	No
Width Outside / Bike Lane / Shoulder, ft				12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking				No		0.50	No		0.50	No		0.50	No		0.50

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	MEP			Duration, h	0.25	
Analyst	MEP	Analysis Date	May 5, 2021	Area Type	Other	
Jurisdiction	City of Deerfield Beach	Time Period		PHF	0.95	
Urban Street		Analysis Year	2022	Analysis Period	1> 16:00	
Intersection	3rd Ave & Hillsboro Blvd	File Name	NW 3rd Ave & Hillsboro Blvd 2022 PM.xus			
Project Description	2022 Post-Development PM					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	196	2248	144	130	2235	12	140	152	77	40	146	225

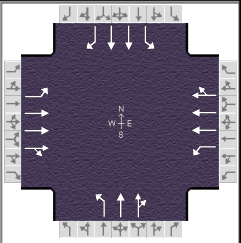
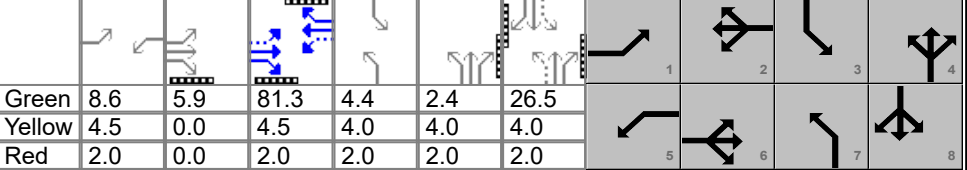
Signal Information											
Cycle, s	160.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	No	Simult. Gap E/W	On								
Force Mode	Fixed	Simult. Gap N/S	On								

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	3.0
Phase Duration, s	21.0	93.7	15.1	87.8	18.7	40.9	10.4	32.5
Change Period, (Y+R _c), s	6.5	6.5	6.5	6.5	6.0	6.0	6.0	6.0
Max Allow Headway (MAH), s	3.1	0.0	3.1	0.0	3.1	3.2	3.1	3.2
Queue Clearance Time (g _s), s	14.2		8.4		12.7	11.5	5.1	25.4
Green Extension Time (g _e), s	0.2	0.0	0.2	0.0	0.0	1.3	0.0	1.1
Phase Call Probability	1.00		1.00		1.00	1.00	0.85	1.00
Max Out Probability	0.01		0.00		1.00	0.00	0.00	0.03

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	206	1687	831	137	1578	787	147	124	117	42	154	237
Adjusted Saturation Flow Rate (s), veh/h/ln	1781	1870	1811	1781	1870	1865	1781	1870	1664	1781	1781	1585
Queue Service Time (g_s), s	12.2	59.8	61.7	6.4	57.4	57.5	10.7	8.9	9.5	3.1	6.0	23.4
Cycle Queue Clearance Time (g_c), s	12.2	59.8	61.7	6.4	57.4	57.5	10.7	8.9	9.5	3.1	6.0	23.4
Green Ratio (g/C)	0.61	0.54	0.54	0.56	0.51	0.51	0.26	0.22	0.22	0.19	0.17	0.17
Capacity (c), veh/h	228	2038	987	159	1900	947	345	408	363	260	591	263
Volume-to-Capacity Ratio (X)	0.904	0.828	0.842	0.860	0.830	0.831	0.427	0.303	0.323	0.162	0.260	0.901
Back of Queue (Q), ft/ln (95 th percentile)	370.1	915.7	935.8	133.8	895.6	911.5	213.9	192.4	180.7	64.8	125	410.3
Back of Queue (Q), veh/ln (95 th percentile)	14.6	36.1	37.4	5.3	35.3	36.5	8.4	7.6	7.2	2.6	4.9	16.2
Queue Storage Ratio (RQ) (95 th percentile)	2.47	0.00	0.00	0.39	0.00	0.00	2.04	0.00	0.00	0.62	0.00	2.34
Uniform Delay (d_1), s/veh	48.0	30.2	30.6	38.8	33.5	33.5	48.3	52.4	52.6	53.4	58.2	65.4
Incremental Delay (d_2), s/veh	18.9	4.0	8.7	5.1	4.4	8.4	0.3	0.2	0.2	0.1	0.1	18.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	66.8	34.2	39.3	44.0	37.9	41.9	48.6	52.5	52.8	53.5	58.3	83.5
Level of Service (LOS)	E	C	D	D	D	D	D	D	D	D	E	F
Approach Delay, s/veh / LOS	38.2		D		39.5		D		51.1		D	
Intersection Delay, s/veh / LOS	42.0						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.27	B	2.43	B	2.61	C	2.61	C
Bicycle LOS Score / LOS	1.99	B	1.86	B	0.81	A	0.84	A

HCS7 Signalized Intersection Intermediate Values

General Information						Intersection Information									
Agency		MEP				Duration, h		0.25							
Analyst		MEP		Analysis Date		May 5, 2021		Area Type		Other					
Jurisdiction		City of Deerfield Beach		Time Period				PHF		0.95					
Urban Street				Analysis Year		2022		Analysis Period		1> 16:00					
Intersection		3rd Ave & Hillsboro Blvd		File Name		NW 3rd Ave & Hillsboro Blvd 2022 PM.xus									
Project Description		2022 Post-Development PM													
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				196	2248	144	130	2235	12	140	152	77	40	146	225
Signal Information															
Cycle, s	160.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	No	Simult. Gap E/W	On												
Force Mode	Fixed	Simult. Gap N/S	On												
				Green	8.6	5.9	81.3	4.4	2.4	26.5					
				Yellow	4.5	0.0	4.5	4.0	4.0	4.0					
				Red	2.0	0.0	2.0	2.0	2.0	2.0					
Saturation Flow / Delay				L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f _w)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor (f _{HVG})				0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	1.000	0.984	0.984	0.984
Parking Activity Adjustment Factor (f _p)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f _{bb})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f _a)				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor (f _{LU})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	0.952	1.000	
Left-Turn Adjustment Factor (f _{LT})				0.952	0.000		0.952	0.000		0.952	0.000		0.952	0.000	
Right-Turn Adjustment Factor (f _{RT})					0.968	0.968		0.997	0.997		0.889	0.889		0.000	0.847
Left-Turn Pedestrian Adjustment Factor (f _{LPB})				1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f _{RPB})						1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f _{wz})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor (f _{DDI})				1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h				1781	5221	330	1781	5576	30	1781	2385	1149	1781	3561	1585
Proportion of Vehicles Arriving on Green (P)				0.09	0.54	0.54	0.05	0.51	0.51	0.08	0.22	0.22	0.03	0.17	0.17
Incremental Delay Factor (k)				0.18	0.50	0.50	0.04	0.50	0.50	0.04	0.04	0.04	0.04	0.04	0.20
Signal Timing / Movement Groups				EBL	EBT/R		WBL	WBT/R		NBL	NBT/R		SBL	SBT/R	
Lost Time (t _L)				6.5	6.5		6.5	6.5		6.0	6.0		6.0	6.0	
Green Ratio (g/C)				0.61	0.54		0.56	0.51		0.26	0.22		0.19	0.17	
Permitted Saturation Flow Rate (s _p), veh/h/ln				150	0		129	0		1233	0		1139	0	
Shared Saturation Flow Rate (s _{sh}), veh/h/ln															
Permitted Effective Green Time (g _p), s				82.7	0.0		81.3	0.0		28.5	0.0		26.5	0.0	
Permitted Service Time (g _u), s				23.7	0.0		23.4	0.0		20.5	0.0		23.4	0.0	
Permitted Queue Service Time (g _{ps}), s				23.7			23.4			1.1			0.1		
Time to First Blockage (g _t), s				0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Queue Service Time Before Blockage (g _{ts}), s															
Protected Right Saturation Flow (s _R), veh/h/ln														0	
Protected Right Effective Green Time (g _R), s														0.0	
Multimodal				EB			WB			NB			SB		
Pedestrian F _w / F _v				1.557	0.000		1.710	0.000		1.852	0.000		1.852	0.000	
Pedestrian F _s / F _{delay}				0.000	0.113		0.000	0.119		0.000	0.156		0.000	0.161	
Pedestrian M _{corner} / M _{cw}															
Bicycle c _b / d _b				1089.93	16.56		1016.04	19.36		436.22	48.91		331.65	55.67	
Bicycle F _w / F _v				-3.64	1.50		-3.64	1.38		-3.64	0.32		-3.64	0.36	

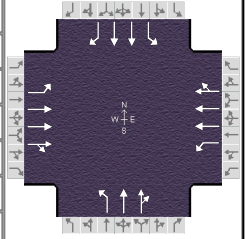
HCS7 Signalized Intersection Results Graphical Summary

General Information

Agency	MEP
Analyst	MEP
Jurisdiction	City of Deerfield Beach
Urban Street	
Intersection	3rd Ave & Hillsboro Blvd
Project Description	2022 Post-Development PM

Intersection Information

Duration, h	0.25
Area Type	Other
PHF	0.95
Analysis Period	1> 16:00



Demand Information

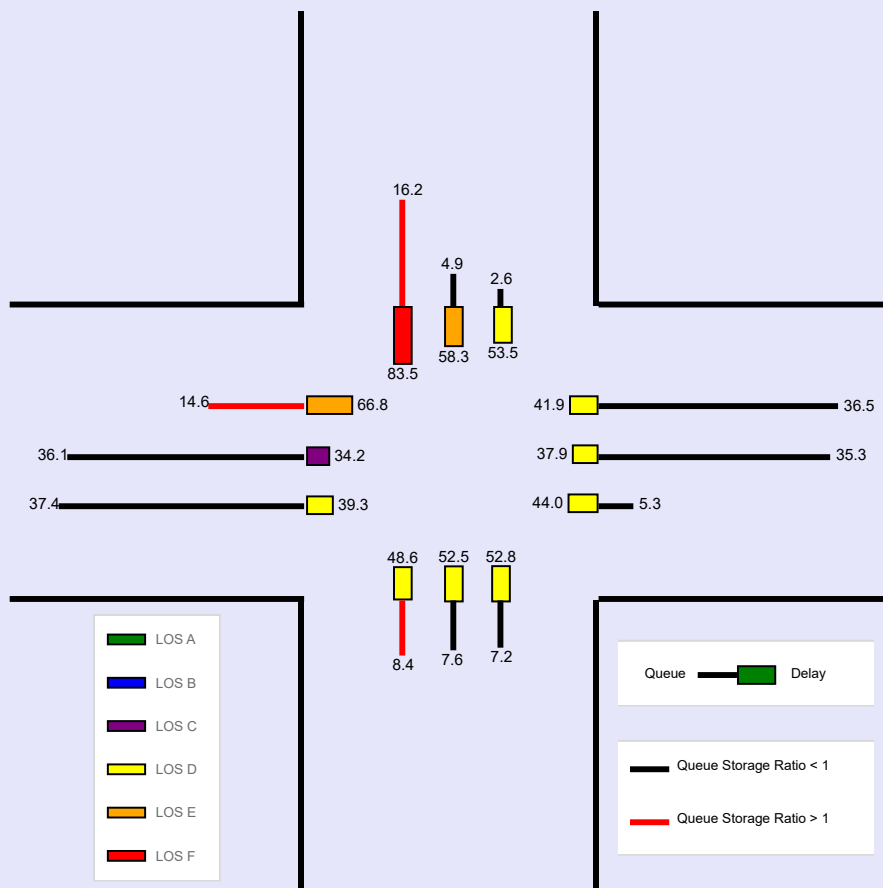
	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	196	2248	144	130	2235	12	140	152	77	40	146	225

Signal Information

Cycle, s	160.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (Q), ft/ln (95 th percentile)	370.1	915.7	935.8	133.8	895.6	911.5	213.9	192.4	180.7	64.8	125	410.3
Back of Queue (Q), veh/ln (95 th percentile)	14.6	36.1	37.4	5.3	35.3	36.5	8.4	7.6	7.2	2.6	4.9	16.2
Queue Storage Ratio (RQ) (95 th percentile)	2.47	0.00	0.00	0.39	0.00	0.00	2.04	0.00	0.00	0.62	0.00	2.34
Control Delay (d), s/veh	66.8	34.2	39.3	44.0	37.9	41.9	48.6	52.5	52.8	53.5	58.3	83.5
Level of Service (LOS)	E	C	D	D	D	D	D	D	D	D	E	F
Approach Delay, s/veh / LOS	38.2		D	39.5		D	51.1		D	71.6		E
Intersection Delay, s/veh / LOS	42.0						D					



HCS7 Two-Way Stop-Control Report

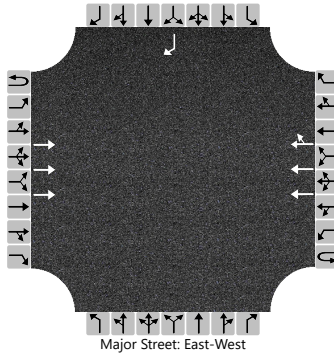
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	2/18/2021
Analysis Year	2022
Time Analyzed	
Intersection Orientation	East-West
Project Description	DW 1 & Hillsboro Blvd 2022 Post AM

Site Information

Intersection	DW 1 & Hillsboro Blvd
Jurisdiction	City of Deerfiled Beach
East/West Street	Hillsboro Blvd
North/South Street	DW 1
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	3	0	0	0	3	0		0	0	0		0	0	1
Configuration			T				T	TR								R
Volume (veh/h)			1500				1422	89								104
Percent Heavy Vehicles (%)																2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)																7.1
Critical Headway (sec)																7.14
Base Follow-Up Headway (sec)																3.9
Follow-Up Headway (sec)																3.92

Delay, Queue Length, and Level of Service

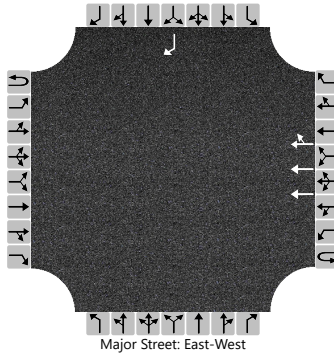
Flow Rate, v (veh/h)																109
Capacity, c (veh/h)																284
v/c Ratio																0.39
95% Queue Length, Q ₉₅ (veh)																1.7
Control Delay (s/veh)																25.5
Level of Service (LOS)																D
Approach Delay (s/veh)													25.5			
Approach LOS													D			

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MEP	Intersection	DW 1 & Hillsboro Blvd
Agency/Co.	MEP	Jurisdiction	City of Deerfiled Beach
Date Performed	2/18/2021	East/West Street	Hillsboro Blvd
Analysis Year	2022	North/South Street	DW 1
Time Analyzed		Peak Hour Factor	0.95
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	DW 1 & Hillsboro Blvd 2022 Post PM		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	0	0	0	0	3	0		0	0	0		0	0	1
Configuration							T	TR								R
Volume (veh/h)							1920	30								42
Percent Heavy Vehicles (%)																2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)																7.1
Critical Headway (sec)																7.14
Base Follow-Up Headway (sec)																3.9
Follow-Up Headway (sec)																3.92

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)																44
Capacity, c (veh/h)																199
v/c Ratio																0.22
95% Queue Length, Q ₉₅ (veh)																0.8
Control Delay (s/veh)																28.2
Level of Service (LOS)																D
Approach Delay (s/veh)													28.2			
Approach LOS													D			

HCS7 Two-Way Stop-Control Report

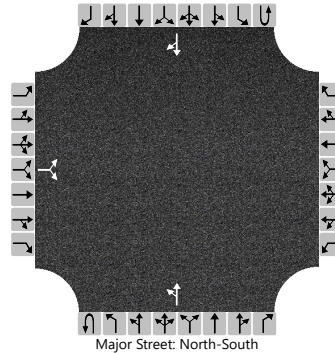
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	2/18/2021
Analysis Year	2022
Time Analyzed	
Intersection Orientation	North-South
Project Description	DW 2 & 2nd Ter 2022 Post AM

Site Information

Intersection	DW 2 & NW 2nd Ter
Jurisdiction	City of Deerfiled Beach
East/West Street	DW 2
North/South Street	2nd Terrace
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		3		2						6	5				23	3
Percent Heavy Vehicles (%)		2		2						2						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.12						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.22						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			5							6						
Capacity, c (veh/h)			996							1586						
v/c Ratio			0.01							0.00						
95% Queue Length, Q ₉₅ (veh)			0.0							0.0						
Control Delay (s/veh)			8.6							7.3						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)	8.6								4.0							
Approach LOS	A															

HCS7 Two-Way Stop-Control Report

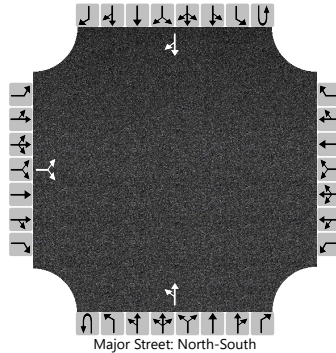
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	2/18/2021
Analysis Year	2022
Time Analyzed	
Intersection Orientation	North-South
Project Description	DW 2 & 2nd Ter 2022 Post PM

Site Information

Intersection	DW 2 & 2nd Ter
Jurisdiction	City of Deerfiled Beach
East/West Street	DW 2
North/South Street	2nd Terrace
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		3		2						5	21				44	3
Percent Heavy Vehicles (%)		2		2						2						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.42		6.22						4.12						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.52		3.32						2.22						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			5							5						
Capacity, c (veh/h)			957							1557						
v/c Ratio			0.01							0.00						
95% Queue Length, Q ₉₅ (veh)			0.0							0.0						
Control Delay (s/veh)			8.8							7.3						
Level of Service (LOS)			A							A						
Approach Delay (s/veh)			8.8							1.4						
Approach LOS			A													



BROWARD COUNTY TRAFFIC ENGINEERING
ACTUATED TRAFFIC SIGNAL TIMING SHEET

Intersection Number	1189	Initial Operation Date	9/26/77
Controller Type	2070 LN	System Number	1189
Modification Number	13	Modification Date	04/24/2015
Drawing/Project No	Deerfield-1764	FPL Grid Number	87894674300
Intersection	HILLSBORO BLVD. (SR 810) and W 3 AVENUE		
Municipality	DEERFIELD BEACH		

Controller Phase	1	2	3	4	5	6	7	8
Face Number	1	2	3	4	5	6	7	8
Direction	EBL	WB	SBL	NB	WBL	EB	NBL	SB
Initial Green(MIN)	4	12	4	6	4	12	4	6
Vehicle Ext.(GAP)	1.5	3.0	1.5	2.0	1.5	3.0	1.5	2.0
Maximum Green I	12	50	12	25	12	50	12	25
Maximum Green II								
Yellow Clearance	4.5	4.5	4.0	4.0	4.5	4.5	4.0	4.0
All Red Clearance	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Phase Recall	OFF	MIN	OFF	OFF	OFF	MIN	OFF	OFF
Detector Delay								
Walk		7		7		7		7
Pedestrian Clearance		19		25		19		25
Permissive	YES		YES		YES		YES	
Flash Operation		YELLOW		RED		YELLOW		RED

Attachment

NOTES:

1. ANTI-BACKDOWN EAST/WEST: PHASES 2+6 ON--->OMIT PHASES 1+5.
2. DUAL ENTRY HARDWIRED NORTH/SOUTH.
3. MOD. 13 UPDATES YELLOW AND ALL RED CLEARANCE VALUES ON PHASES 1, 2, 5 & 6 PER FDOT STANDARDS.

Submitted By _____

Approved By _____

Station : 1189 - Hillsboro Blvd & NW 3 Ave/ Dr M L King Ave (Standard File)

Phase	1 (EL)	2 (WT)	3 (SL)	4 (NT)	5 (WL)	6 (ET)	7 (NL)	8 (ST)	9	10	11	12	13	14	15	16
Walk		7		7		7		7								
Ped Clearance		19		25		19		25								
Min Green	4	12	4	6	4	12	4	6								
Gap Ext	1.5	3	1.5	2	1.5	3	1.5	2								
Max1	12	50	12	25	12	50	12	25								
Max2																
Yellow Clr	4.5	4.5	4	4	4.5	4.5	4	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red Clr	2	2	2	2	2	2	2	2	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert																
Added Initial																
Max Initial																
Time Before Reduce																
Cars Before Reduce																
Time To Reduce																
Reduce By																
Min Gap																
Dynamic Max Limit																
Dynamic Max Step																
Enable	ON	ON	ON	ON	ON	ON	ON	ON								
Auto Flash Entry				ON				ON								
Auto Flash Exit		ON				ON										
Non-Actuated 1																
Non-Actuated 2																
Lock Call									ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry				ON				ON								
Sim Gap Enable									ON	ON	ON	ON	ON	ON	ON	ON
Guar Passage																
Rest In Walk		ON				ON										
Cond Service																
Add Init Calc																

Preemption

Channel	1	2	3	4	5	6
Lock Input	ON	ON	ON	ON	ON	ON
Override Auto Flash						
Override Higher Preempt						
Flash in Dwell						
Link to Preempt						
Delay						
Min Duration						
Min Green	6	6	6	6	6	6
Min Walk						
Ped Clear						
Track Green				1		1
Min Dwell	8	8	8	8	8	8
Max Presence	180	180	180	180	180	180
Track Veh 1						
Track Veh 2						
Track Veh 3						
Track Veh 4						
Dwell Cyc Veh 1	4	2	3	2	4	1
Dwell Cyc Veh 2	8	6	8	5	7	6
Dwell Cyc Veh 3						
Dwell Cyc Veh 4						
Dwell Cyc Veh 5						
Dwell Cyc Veh 6						

Preempt LP

Channel	1	2	3	4
Min				
Max				
Enable				
Lock Mode	MAX	MAX	MAX	MAX
Coord in Preempt				
No Skip				
Priority P1				
Priority P2				
Priority P3				
Priority P4				
Lock				
Headway				
Group Lock				
Queue Jump				
Free Mode				
Alt Table				

Broward County

Timing Sheet

6/14/2021 12:53:13 PM

Station : 1189 - Hillsboro Blvd & NW 3 Ave/ Dr M L King Ave (Standard File)

[illegible]

Land Use: 934

Fast-Food Restaurant with Drive-Through Window

Description

This category includes fast-food restaurants with drive-through windows. This type of restaurant is characterized by a large drive-through clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. These limited-service eating establishments do not provide table service. Non-drive-through patrons generally order at a cash register and pay before they eat. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

The outdoor seating area is not included in the overall gross floor area. Therefore, the number of seats may be a more reliable independent variable on which to establish trip generation rates for facilities having significant outdoor seating.

Time-of-day distribution data for this land use for a weekday, Saturday, and Sunday are presented in Appendix A. For the 46 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 12:00 and 1:00 p.m., respectively. For the one dense multi-use urban site with data, the same AM and PM peak hours were observed.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alaska, Alberta (CAN), California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

163, 164, 168, 180, 181, 241, 245, 278, 294, 300, 301, 319, 338, 340, 342, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 977

Fast-Food Restaurant with Drive-Through Window (934)

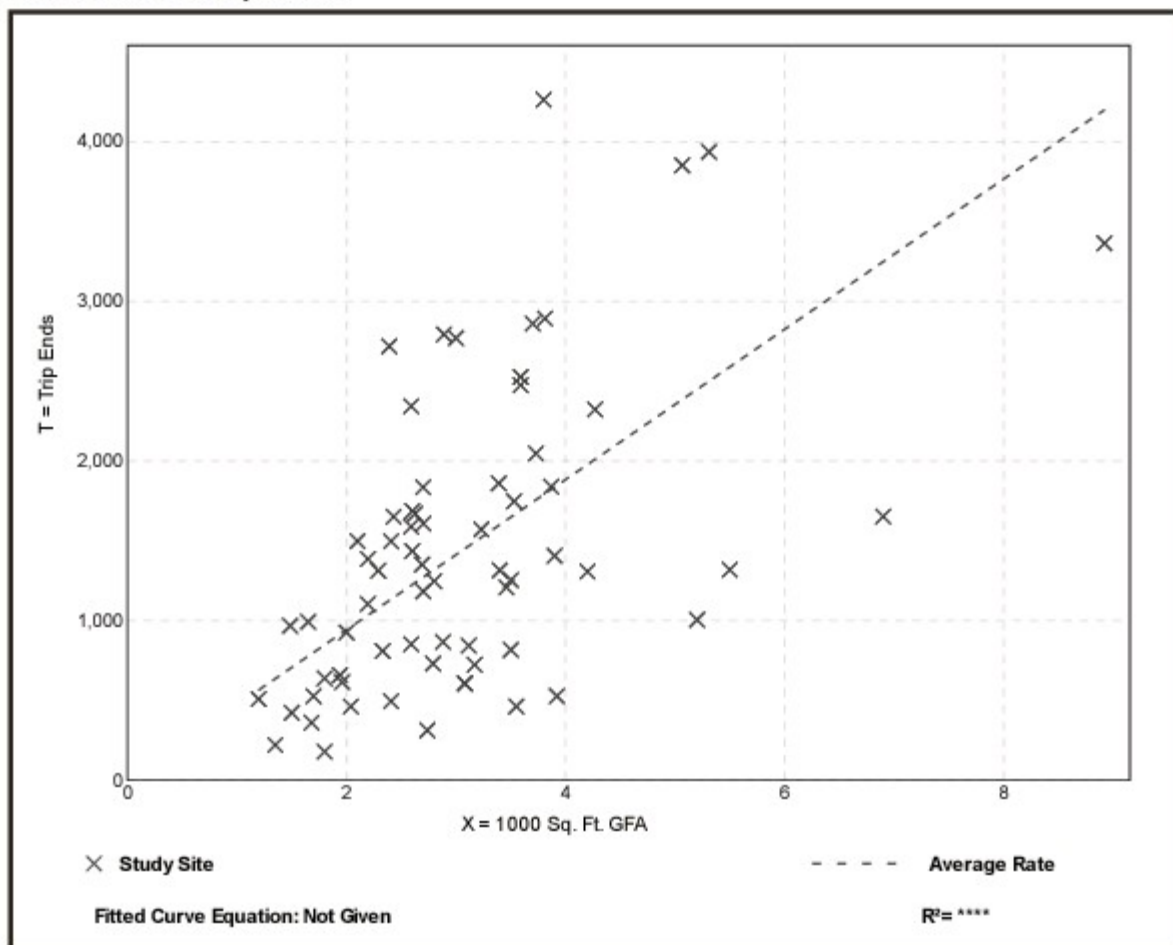
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 67
1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
470.95	98.89 - 1137.66	244.44

Data Plot and Equation



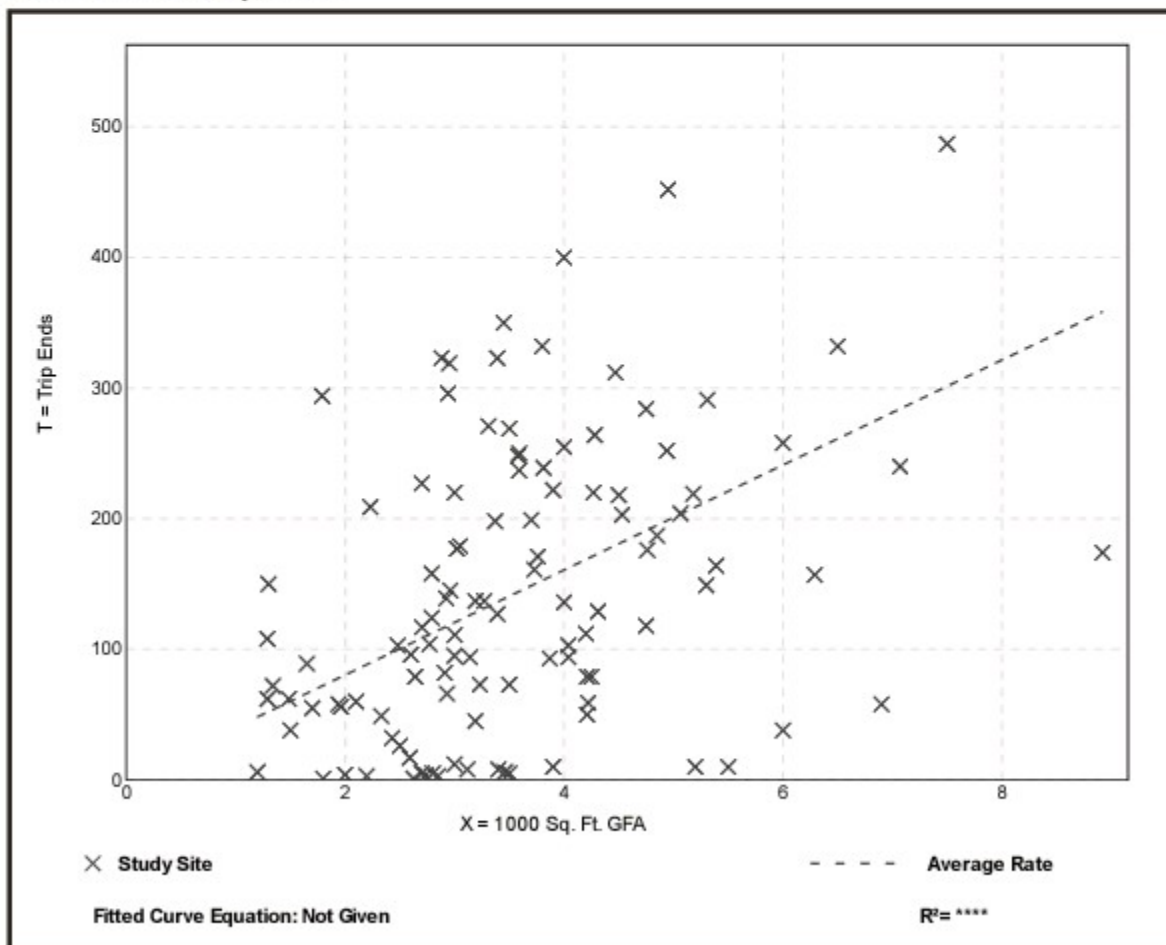
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 111
 1000 Sq. Ft. GFA: 4
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
40.19	0.38 - 164.25	28.78

Data Plot and Equation



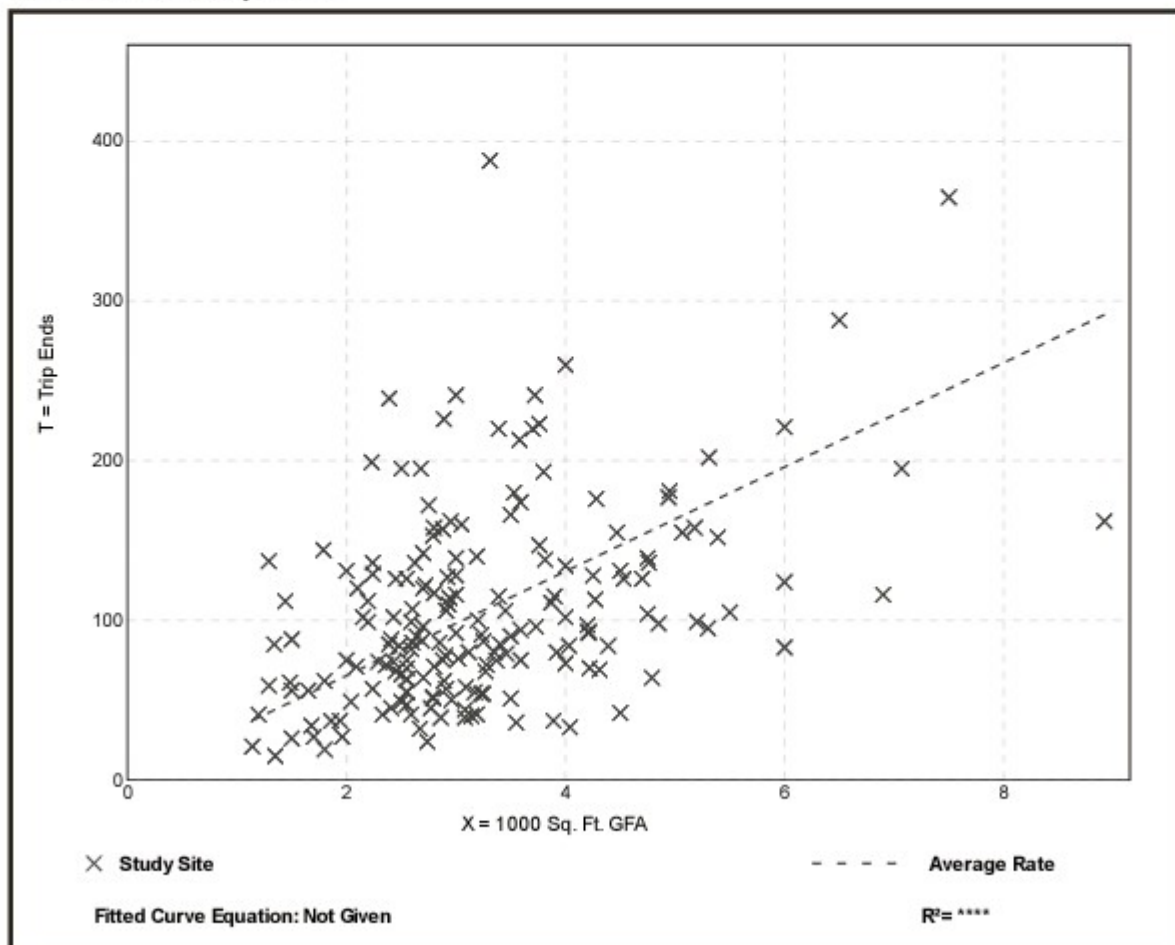
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 185
 1000 Sq. Ft. GFA: 3
 Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.67	8.17 - 117.22	17.87

Data Plot and Equation



Land Use: 937

Coffee/Donut Shop with Drive-Through Window

Description

This land use includes single-tenant coffee and donut restaurants with drive-through windows. Freshly brewed coffee and a variety of coffee-related accessories are the primary retail products sold at these sites. They may also sell other refreshment items, such as donuts, bagels, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. Some sites may also sell newspapers, music, CDs, and books. The coffee and donut shops contained in this land use typically hold long store hours (more than 15 hours) with an early morning opening. Also, limited indoor seating is generally provided for patrons; however, table service is not provided. Coffee/donut shop without drive-through window (Land Use 936), coffee/donut shop with drive-through window and no indoor seating (Land Use 938), bread/donut/bagel shop without drive-through window (Land Use 939), and bread/donut/bagel shop with drive-through window (Land Use 940) are related uses.

Additional Data

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Colorado, Connecticut, Illinois, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New York, Ontario (CAN), Pennsylvania, Quebec (CAN), Tennessee, Vermont, Washington, and Wisconsin.

Specialized Land Use Data

One study provided data for a coffee/donut shop with a drive-through window that also sells donuts and ice cream (source 617). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 3,300 square feet. It generated 425 vehicle trips during the weekday AM peak hour of adjacent street traffic, and 236 vehicle trips during the weekday PM peak hour of adjacent street traffic.

Source Numbers

594, 599, 615, 617, 618, 621, 622, 635, 639, 712, 714, 725, 726, 728, 853, 854, 892, 903, 928, 959, 979, 982

Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

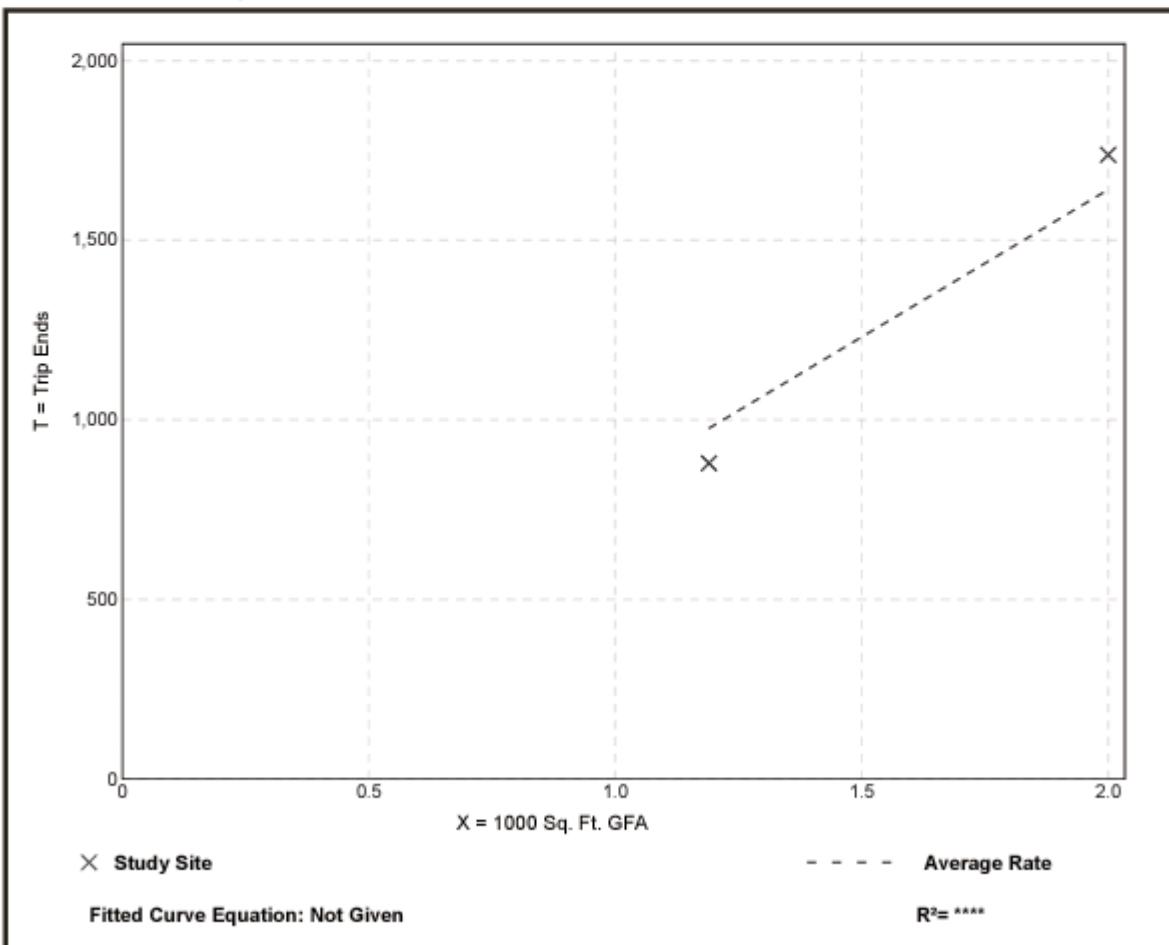
Setting/Location: General Urban/Suburban
Number of Studies: 2
1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
820.38	738.66 - 869.00	*

Data Plot and Equation

Caution – Small Sample Size



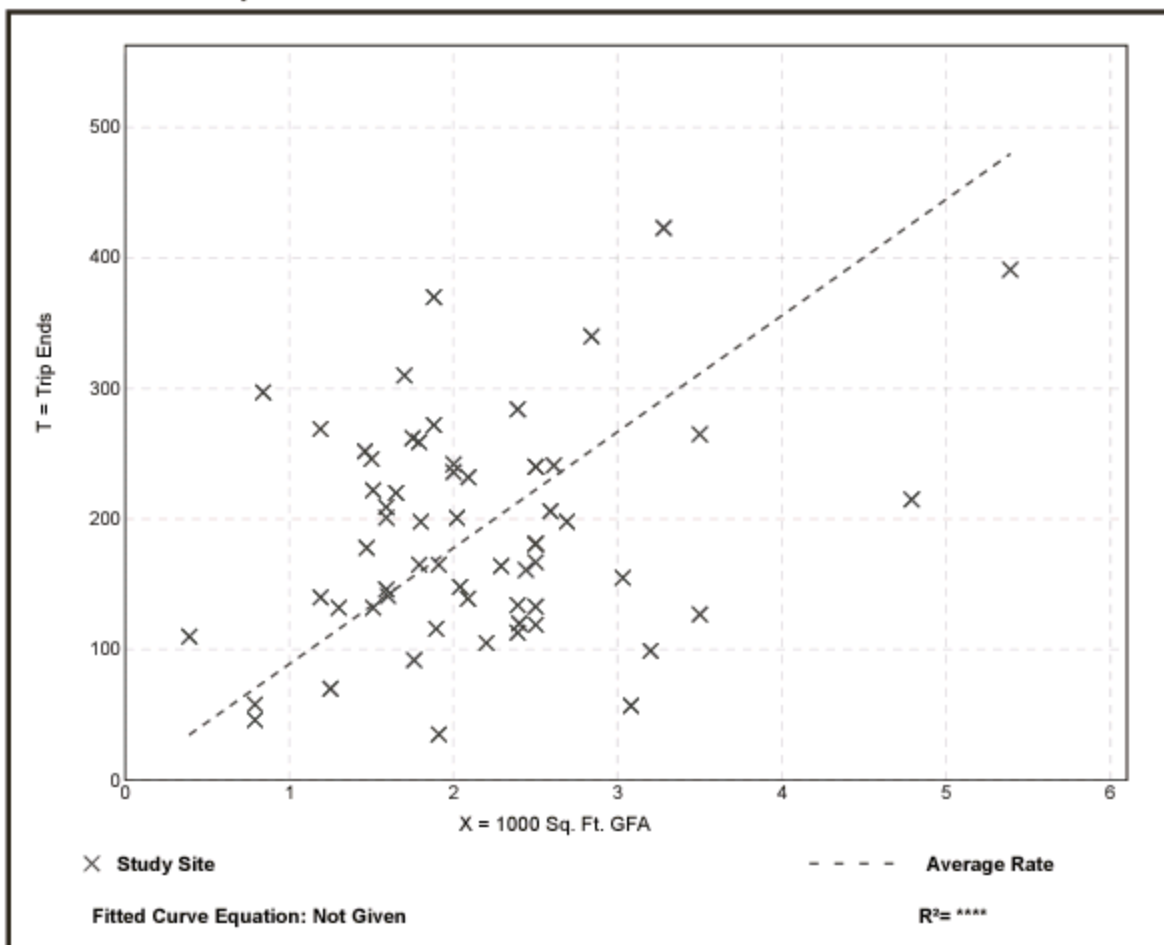
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 61
 1000 Sq. Ft. GFA: 2
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
88.99	18.32 - 353.57	48.19

Data Plot and Equation



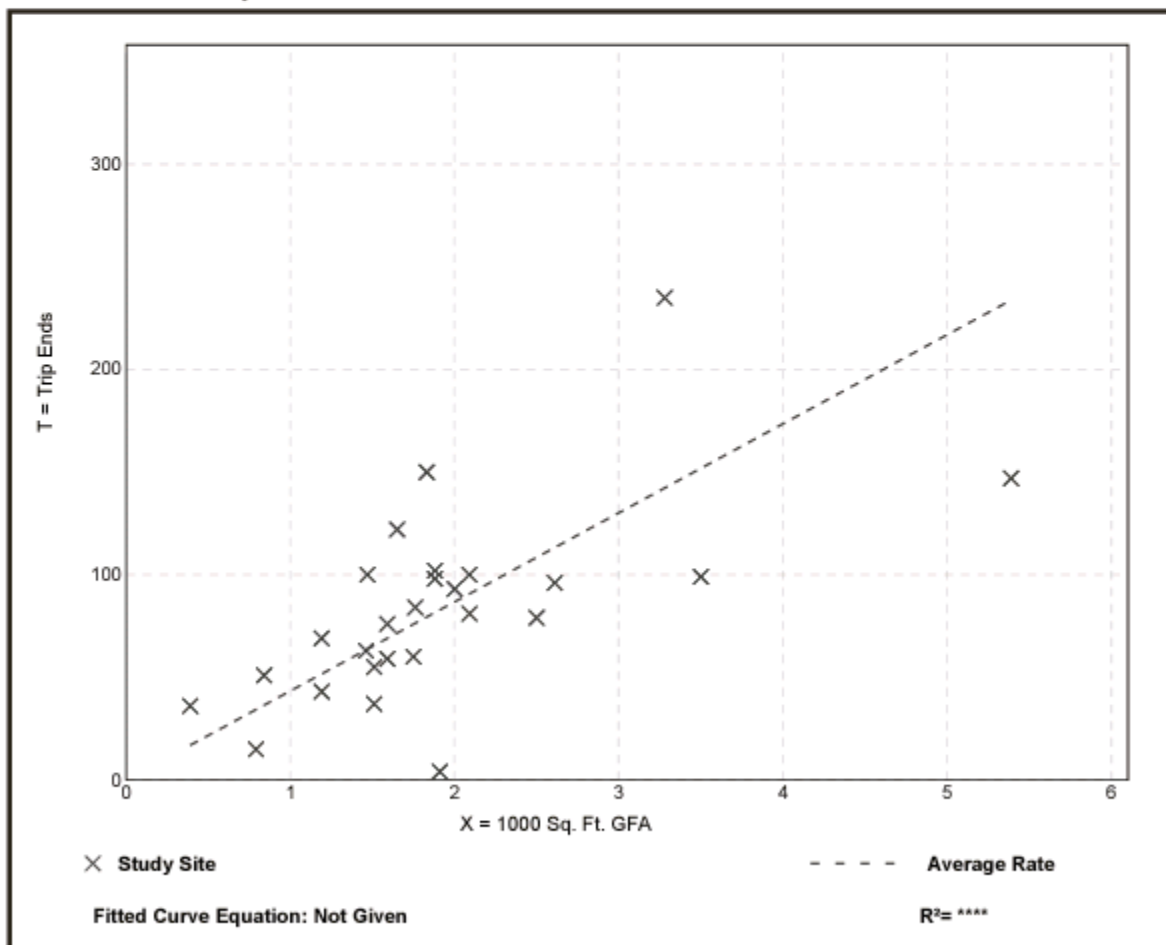
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 26
 1000 Sq. Ft. GFA: 2
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
43.38	2.09 - 92.31	18.88

Data Plot and Equation



2020 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 8601 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.92 PSCF
* 1	01/01/2020 - 01/04/2020	0.93	1.01
* 2	01/05/2020 - 01/11/2020	0.90	0.98
* 3	01/12/2020 - 01/18/2020	0.87	0.95
* 4	01/19/2020 - 01/25/2020	0.86	0.93
* 5	01/26/2020 - 02/01/2020	0.86	0.93
* 6	02/02/2020 - 02/08/2020	0.85	0.92
* 7	02/09/2020 - 02/15/2020	0.84	0.91
* 8	02/16/2020 - 02/22/2020	0.88	0.96
* 9	02/23/2020 - 02/29/2020	0.91	0.99
*10	03/01/2020 - 03/07/2020	0.95	1.03
*11	03/08/2020 - 03/14/2020	0.98	1.07
*12	03/15/2020 - 03/21/2020	1.02	1.11
*13	03/22/2020 - 03/28/2020	1.13	1.23
14	03/29/2020 - 04/04/2020	1.24	1.35
15	04/05/2020 - 04/11/2020	1.35	1.47
16	04/12/2020 - 04/18/2020	1.46	1.59
17	04/19/2020 - 04/25/2020	1.39	1.51
18	04/26/2020 - 05/02/2020	1.33	1.45
19	05/03/2020 - 05/09/2020	1.26	1.37
20	05/10/2020 - 05/16/2020	1.20	1.30
21	05/17/2020 - 05/23/2020	1.16	1.26
22	05/24/2020 - 05/30/2020	1.12	1.22
23	05/31/2020 - 06/06/2020	1.09	1.18
24	06/07/2020 - 06/13/2020	1.05	1.14
25	06/14/2020 - 06/20/2020	1.02	1.11
26	06/21/2020 - 06/27/2020	1.02	1.11
27	06/28/2020 - 07/04/2020	1.02	1.11
28	07/05/2020 - 07/11/2020	1.02	1.11
29	07/12/2020 - 07/18/2020	1.03	1.12
30	07/19/2020 - 07/25/2020	1.02	1.11
31	07/26/2020 - 08/01/2020	1.02	1.11
32	08/02/2020 - 08/08/2020	1.01	1.10
33	08/09/2020 - 08/15/2020	1.01	1.10
34	08/16/2020 - 08/22/2020	1.00	1.09
35	08/23/2020 - 08/29/2020	1.00	1.09
36	08/30/2020 - 09/05/2020	1.00	1.09
37	09/06/2020 - 09/12/2020	1.00	1.09
38	09/13/2020 - 09/19/2020	0.99	1.08
39	09/20/2020 - 09/26/2020	0.98	1.07
40	09/27/2020 - 10/03/2020	0.98	1.07
41	10/04/2020 - 10/10/2020	0.97	1.05
42	10/11/2020 - 10/17/2020	0.96	1.04
43	10/18/2020 - 10/24/2020	0.96	1.04
44	10/25/2020 - 10/31/2020	0.96	1.04
45	11/01/2020 - 11/07/2020	0.97	1.05
46	11/08/2020 - 11/14/2020	0.97	1.05
47	11/15/2020 - 11/21/2020	0.97	1.05
48	11/22/2020 - 11/28/2020	0.96	1.04
49	11/29/2020 - 12/05/2020	0.95	1.03
50	12/06/2020 - 12/12/2020	0.94	1.02
51	12/13/2020 - 12/19/2020	0.93	1.01
52	12/20/2020 - 12/26/2020	0.90	0.98
53	12/27/2020 - 12/31/2020	0.87	0.95

* PEAK SEASON

27-FEB-2021 10:30:02

830UPD

4_8601_PKSEASON.TXT

When Not to Consider Exclusive Right-Turn Lanes

- Dense or built-out corridors with limited space
- Right-turn lane that would negatively impact pedestrians or bicyclists
- Vehicular movements from driveways or median openings that cross the right-turn lane resulting in multiple threat crashes
- Context classifications C2T, C4, C5, or C6

When Exclusive Right-Turn Lanes are Beneficial

There are instances when adding an exclusive right-turn lane for unsignalized driveways are beneficial to traffic operations and safety. **Table 27** provides some guidance for this situation based on the speed limit of the roadway and how many right turns occur per hour. Locations where the Auto and Truck Modal Emphasis is "High" may be appropriate for consideration of Exclusive Right Turn Lanes.

Table 27 – Recommended Guidelines for Exclusive Right-Turn Lanes to Unsignalized Driveway¹⁰

Roadway Posted Speed Limit	Number of Right Turns Per Hour
45 mph or less	80 – 125 ¹
Over 45 mph	35 – 55 ²
<i>Note: A posted speed limit of 45 mph may be used with these thresholds if the operating speeds are known to be over 45 mph during the time of peak right turn demand.</i>	
<i>Note on traffic projections: Projecting turning volumes is, at best, a knowledgeable estimate. Keep this in mind especially if the projections of right turns are close to meeting the guidelines. In that case, consider requiring the turn lane.</i>	
¹ The lower threshold of 80 right-turn vehicles per hour would be most used for higher volume (greater than 600 vehicles per hour, per lane in one direction on the major roadway) or two-lane roads where lateral movement is restricted. The 125 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater).	
² The lower threshold of 35 right-turn vehicles per hour would be most appropriately used on higher volume two-lane roadways where lateral movement is restricted. The 55 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with large entry radius (50 feet or greater).	

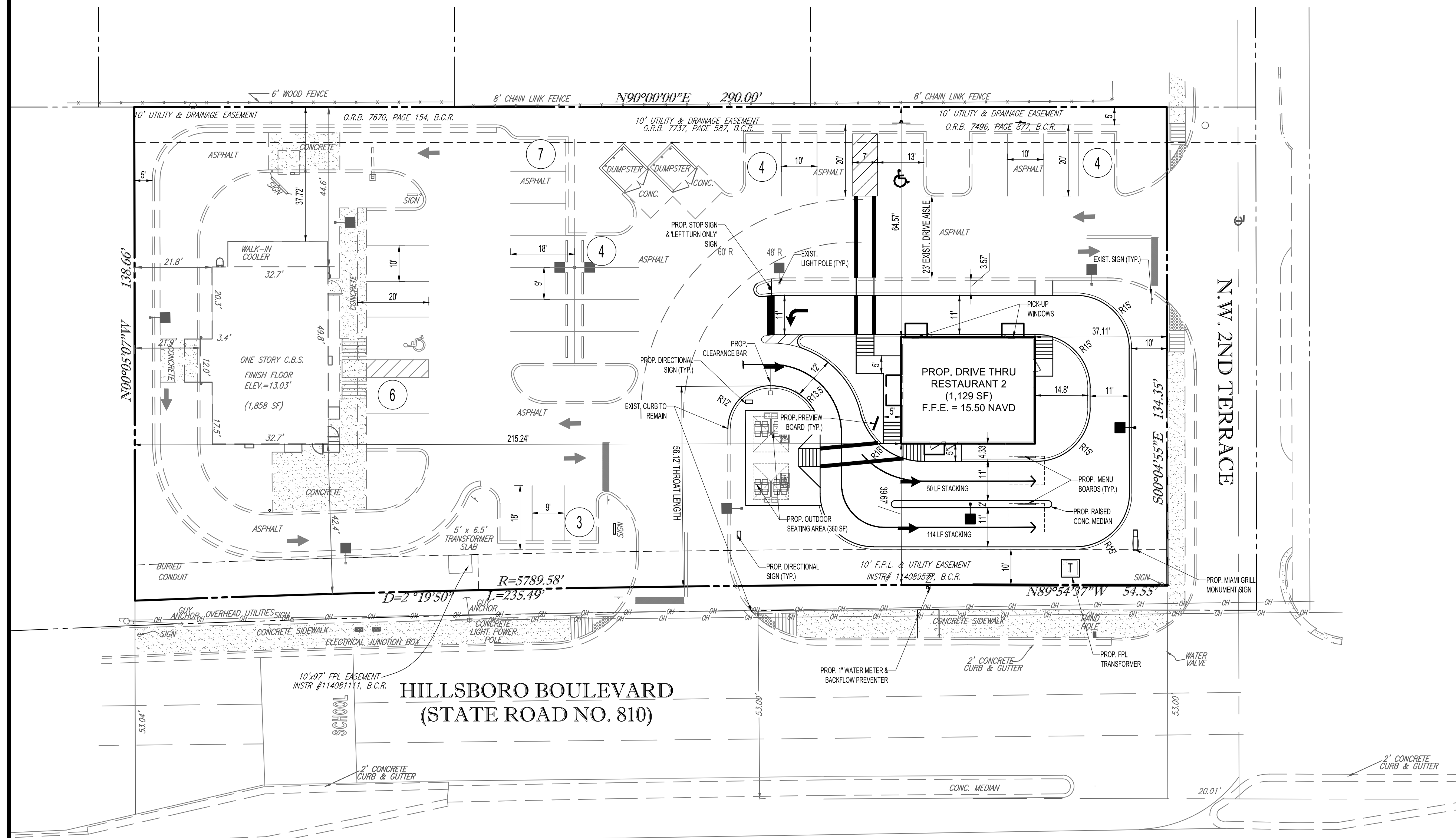
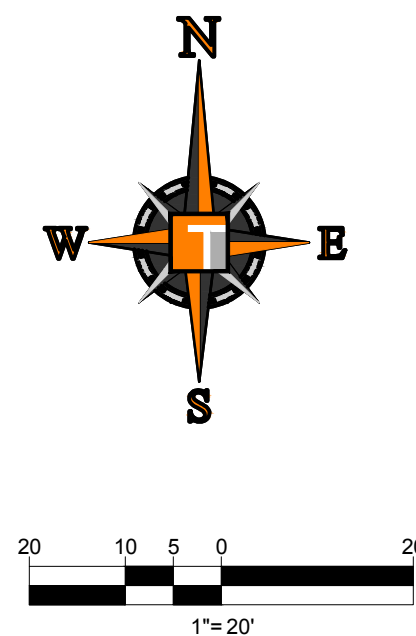
Source: [*NCHRP Report 420 \(Impacts of Access Management Techniques\)*](#)

These recommendations are primarily based on the research done in [*NCHRP Report 420, Impacts of Access Management Techniques, Chapter 4 – Unsignalized Access Spacing \(Technique 1B\)*](#), and [*Use of Speed Differential as a Measure to Evaluate the Need for Right-Turn Deceleration Lane at Unsignalized Intersections*](#).

In the *NCHRP Report 420*, the observed high-speed roads, 30 to 40 right-turn vehicles per hour caused evasive maneuvers on 5 - 10 percent of the following through vehicles. For lower speed roadways, 80 to 110 right-turn vehicles caused 15 - 20 percent of the following through vehicles to make evasive maneuvers. The choice of acceptable percentages of through vehicles impacted is a decision based on reasonable expectations of the different roadways.

In this study, by modeling speed differentials, a better understanding of the impacts of through volume and driveway radius was discovered.

¹⁰ May not be appropriate for signalized locations where signal phasing plays an important role in determining the need for right turn lanes.



SITE DATA

OWNER: K&S HILLSBORO, LLC
550 S FEDERAL HWY
DANIA BEACH, FL 33004

TAX MAP ID#: 4842 01 08 0030
4842 01 08 0020
4842 01 08 0010

SITE ADDRESS: 259, 263, 273 W. HILLSBORO BLVD.

FEMA FLOOD ZONE: ZONE 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
PER FLOOD PANEL 12011C00178H

LAND USE INFORMATION: ZONE X
PER FLOOR PLAN 12011C00109G
(EFFECTIVE 8/18/2014)

CURRENT USE: VACANT
PROPOSED USE: RESTAURANT/RETAIL
FUTURE LAND USE DESIGNATION: COMMERCIAL
ZONING DESIGNATION: B-1 (BUSINESS, COMMUNITY)

SITE AREA:

TOTAL AREA	40,301. S.F.	0.9481 AC.
MIN. LOT AREA (S.F.)	2,030. S.F.	0.0466 AC.
NET AREA	39,271. S.F.	0.9015 AC.

DIMENSION REGULATIONS:

	REQUIRED	PROPOSED
MIN. LOT AREA (S.F.)	5,000	39,271
MIN. LOT WIDTH (FEET)	50	134.35
SET BACKS:		
FRONT - EAST (FEET)	10	37.11
SIDE - SOUTH (FEET)	10	39.67
SIDE - NORTH (FEET)	0	37.72
REAR - WEST (FEET)	5	21.77
MIN. FLOOR AREA (S.F.)	1,000	2,987
MAX. FLOOR AREA RATIO (RATIO)	1.00	0.07
MAX. LOT COVERAGE (PERCENT)	50%	7.6%
MIN. LANDSCAPE AREA (PERCENT)	15%	29.4%
MAX. HEIGHT (FEET)	45	21'-3"

SITE AREA:	
TOTAL SITE	39,271 SF (100%)
IMPERVIOUS	27,728 SF (70.6%)
BUILDING	2,987 SF (7.6%)
ASPHALT	21,374 SF (54.4%)
CONCRETE	3,365 SF (8.6%)
PERVIOUS	11,543 SF (29.4%)

PARKING DATA

USE	AREA	RATIO	AMOUNT
EXIST. RESTAURANT (CSA = 1,858 X .35)	650 S.F.	1 SPACE/ 50 S.F.	13 SPACES
PROP. RESTAURANT (OUTDOOR SEATING ONLY)	365 S.F.	1 SPACE/ 50 S.F.	8 SPACES
RESTAURANT (NON CSA)	2,337 S.F.	1 SPACE/ 400 S.F.	6 SPACES
TOTAL SPACES			27 SPACES

PROVIDED:		
TYPE	AMOUNT	PERCENT
STANDARD SPACES (MIN. 10' X 20') (INC. 2 ADA)	14	50.0%
COMPACT SPACES (MIN. 9' X 18')	14	50.0%
TOTAL SPACES	28	100.0%

LOADING ZONE:
LESS THAN 10,000 S.F. - NO LOADING SPACE REQUIRED

LANDSCAPE BUFFERS:

	<u>REQUIRED</u>	<u>PROVIDED</u>
FRONT - EAST:	10'	10'
CORNER - SOUTH:	10'	10'
SIDE - NORTH:	5'	5'
REAR - WEST:	5'	5'

LEGAL DESCRIPTION:

LOT 1, LESS THE EAST 25 FEET THEREOF FOR ROAD
RIGHT-OF-WAY, AND ALL OF LOT 2, AND 3 BLOCK 1,
"GROVE PARK INDUSTRIAL CENTER", ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47
OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
LESS THE SOUTH 7' FOR ROAD RIGHT-OF-WAY.

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CAD I.D.: F200079 - SITE PLAN

PROJECT:

MIAMI GRILL

259, 263, 273

WEST HILLSBORO BLVD

— FOR —

K & S HILLSBORO, LLC

CITY OF DEERFIELD BEACH
BROWARD COUNTY
FLORIDA

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FLORIDA BUSINESS CERT. OF AUTH. No. 2752

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-05



Engineering & Planning, Inc.

1172 SW 30th Street, Suite 500 • Palm City • Florida • 34990

(772) 286-8030 • www.mackenzieengineeringinc.com

Memorandum

To: City of Deerfield Beach Public Works Department
From: Shaun G. Mackenzie, P.E.
Date: April 30, 2021
Revised March 4, 2021
Re: Miami Grill – Traffic Study Methodology

City of Deerfield Beach Acceptance

Miami Grill, Traffic Study Methodology was

Approved on _____, 2021 by _____

Introduction

MacKenzie Engineering and Planning, Inc. (MEP) was retained by K&S Hillsboro, LLC to perform a traffic analysis for the development located at the northwest corner of Hillsboro Boulevard and NW 2nd Terrace in Deerfield Beach, Florida. The site exists an 1,858 SF Drive Through Donut/Coffee Shop. The applicant proposes a 1,129 SF Drive Through Restaurant. The analysis will be for a buildout in 2022.

The methodology that MEP shall use to perform the traffic study is based on the City of Deerfield Beach Comprehensive Plan. We are submitting this methodology to the City of Deerfield Beach Public Works department for review and upon approval will continue with the traffic analysis.

Figure 1 illustrates the general site location.

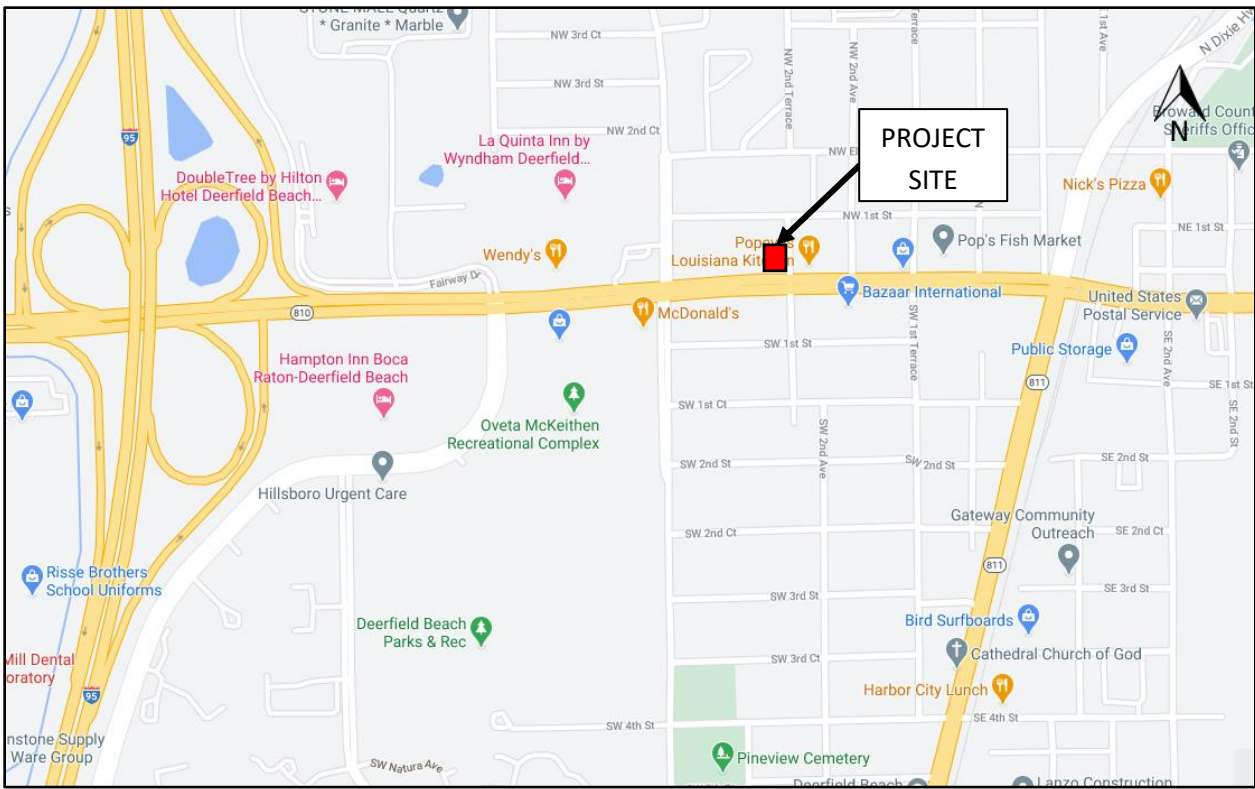
Inventory & Planning Data

For your review, we accumulated required information and listed the methodology to complete the traffic analysis.

Availability / Use of County & State Data

MEP will obtain count data, use FDOT's Florida Traffic Online traffic counts and supplement from the Broward County TPO Traffic Counts and Level of Service Report.

Figure 1: Proposed Site Location



Study Area

Traffic Distribution / Assignment Technique and Approach

Traffic distribution and assignment was developed based upon a review of the existing driveway turning movements.

Project Traffic

Existing Trip Generation

The existing use is an 1,858 SF Drive Through Donut/Coffee Shop.

Trip generation is calculated utilizing the ITE's Trip Generation Manual, *10th Edition* (see Exhibit's 1). The study used Fast-Food Restaurant with Drive-Through Window (Land Use 934).

The existing site generates the following net new external trips:

- 168 daily, 18 AM peak hour (9 in/9 out), and 9 PM peak hour (5 in/4 out) trips.

The existing site generates the following cumulative driveway trips:

- 1,524 daily, 165 AM peak hour (84 in/81 out), and 81 PM peak hour (41 in/40 out) trips.

Proposed Trip Generation

The proposed use is a 1,129 SF Drive Through Restaurant and an 1,858 SF Drive Through Donut/Coffee Shop.

The trip generation was projected based on the formulas in the Institute of Transportation Engineers' (ITE) report, *Trip Generation* (10th Edition) for Land Use 937 (Coffee/Donut Shop with Drive-Through Window) and Land Use 934 (Fast-Food Restaurant with Drive-Through Window).

The proposed site will generate the following net new external trips:

- 439 daily, 41 AM peak hour (21 in/20 out), and 28 PM peak hour (15 in/13 out) trips.

The proposed site will generate the following cumulative driveway trips:

- 2,056 daily, 210 AM peak hour (107 in/103 out), and 118 PM peak hour (60 in/58 out) trips.

Net Impact

The difference between the trip generation potential of the existing land use and the proposed use was examined to determine the maximum (worst case/conservative) impact to the existing and future roadway network.

The proposed development will generate the following net new external trips:

- 271 daily, 23 AM peak hour (12 in/11 out), and 19 PM peak hour (10 in/9 out) trips.

The proposed development will generate the following cumulative driveway trips:

- 532 daily, 45 AM peak hour (23 in/22 out), and 37 PM peak hour (19 in/18 out) trips.

Internal Capture Factor

Internal capture is proposed at 0%.

Pass-by Rate Factor

The proposed pass-by capture for Fast Food Restaurant with Drive-Through Window (Land Use 934) and Coffee/Donut Shop with Drive-Through Window (Land Use 937) are in accordance with the ITE pass-by rates for the respective use as shown in Exhibit 1.

Analysis

Intersection Analysis

If deemed necessary, MacKenzie Engineering & Planning, Inc. will provide the intersection counts. The analysis will be performed by applying HCM 2010 Methodology using Synchro or HCS 7. The existing traffic volumes will be adjusted using historical growth data.

MEP will analyze the Hillsboro Boulevard at NW 3rd Avenue intersection for mid-day and PM peak hour conditions. The analysis will include existing, background and total traffic conditions.

Background Traffic

Background traffic identifies how the study area's transportation system is forecast to operate in the buildout year. This includes traffic growth that is associated with the general (historic) growth in the area and the growth due to the development of unbuilt portions of approved major developments.

The City will provide committed traffic information.

Historical Growth Rate

Historic growth rates were developed based on available FDOT Traffic Online data. The historic annual growth on the surrounding facilities between 2015 and 2019 is 3.6%. Data showing the growth calculations are contained within the Appendix.

Driveway Analysis

Site Access

The proposed conceptual site plan has been provided by the owner and is located in the Appendix. The project proposed two points of access. The accesses are as follow:

- Driveway 1 & E Hillsboro Boulevard -- Right-in/Right-out
- Driveway 2 & NW 2nd Terrace -- Full opening

All access will be analyzed during AM & PM peak hours. All driveways connections will be evaluated for turn-lanes. Need for left-turn lanes will be evaluated using NCHRP 279 and need for right-turn lanes will be evaluated based on FDOT's *Driveway Information Guide*.

Queuing Analysis

The queuing analysis will be performed by applying HCM 2010 Methodology using Synchro or HCS 7. The existing traffic volumes will be adjusted using historical growth data. MEP will perform AM & PM peak hour analysis and 95th percentile queues for the left turn lanes ~~queuing analysis~~ at the NW 2nd Terrace & Hillsboro Boulevard and NW 3rd Avenue & Hillsboro Boulevard intersection. The analysis will include existing, background and total traffic conditions.

Appendix

Exhibit 1: Trip Generation

Exhibit 2: Traffic Assignment

Exhibit 3A: Existing Driveway Trip Distribution

Exhibit 3B: Net Project Driveway Trip Distribution

Exhibit 3C: Proposed Driveway Trip Distribution

Exhibit 4: Growth Rate

Conceptual Site Plan

ITE 10th Edition: Land Use – 934 – Fast-Food Restaurant with Drive-Through Window

ITE 10th Edition: Land Use – 937 – Coffee/Donut Shop with Drive-Through Window

ITE Pass-by Rates –Trip Generation Handbook, 3rd Edition, Table F.1

Appendix

Exhibit 1: Trip Generation

Land Use			Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
						Total	In	Out	Total	In	Out
<u>Existing Site Traffic</u>											
Coffe/Donut Shop + DT			1.858	1000 SF	1,524	165	84	81	81	41	40
<u>Pass-By Traffic</u>			AM	PM	Daily						
Coffe/Donut Shop + DT			89%	89%	89%	1,356	147	75	72	36	36
NET EXISTING TRIPS					168	18	9	9	9	5	4
Total Existing Driveway Volumes					1,524	165	84	81	81	41	40
<u>Proposed Site Traffic</u>											
Fast Food Restaurant w/ DT			1.129	1000 SF	532	45	23	22	37	19	18
Coffe/Donut Shop + DT			1.858	1000 SF	1,524	165	84	81	81	41	40
Subtotal					2,056	210	107	103	118	60	58
<u>Pass-By Traffic</u>			AM	PM	Daily						
Fast Food Restaurant w/ DT			49.0%	50.0%	50.0%	261	22	11	11	9	9
Coffe/Donut Shop + DT			89.0%	89.0%	89.0%	1,356	147	75	72	36	36
Subtotal					1,617	169	86	83	90	45	45
NET PROPOSED TRIPS					439	41	21	20	28	15	13
Total Proposed Driveway Volumes					2,056	210	107	103	118	60	58
NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)					271	23	12	11	19	10	9
NET CHANGE IN DRIVEWAY VOLUMES					532	45	23	22	37	19	18
Note: Trip generation was calculated using the following data:											
					Pass-by Rate	AM Peak Hour		PM Peak Hour			
Land Use	ITE Code	Unit	Daily Rate			in/out	Rate	in/out	Equation		
Coffe/Donut Shop + DT	937	1000 SF	820.38		89%	51/49	88.99	50/50	43.38		
Fast Food Restaurant w/ DT	934	1000 SF	470.95		49%	51/49	40.19	52/48	32.67		

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Exhibit 2: Trip Assignment

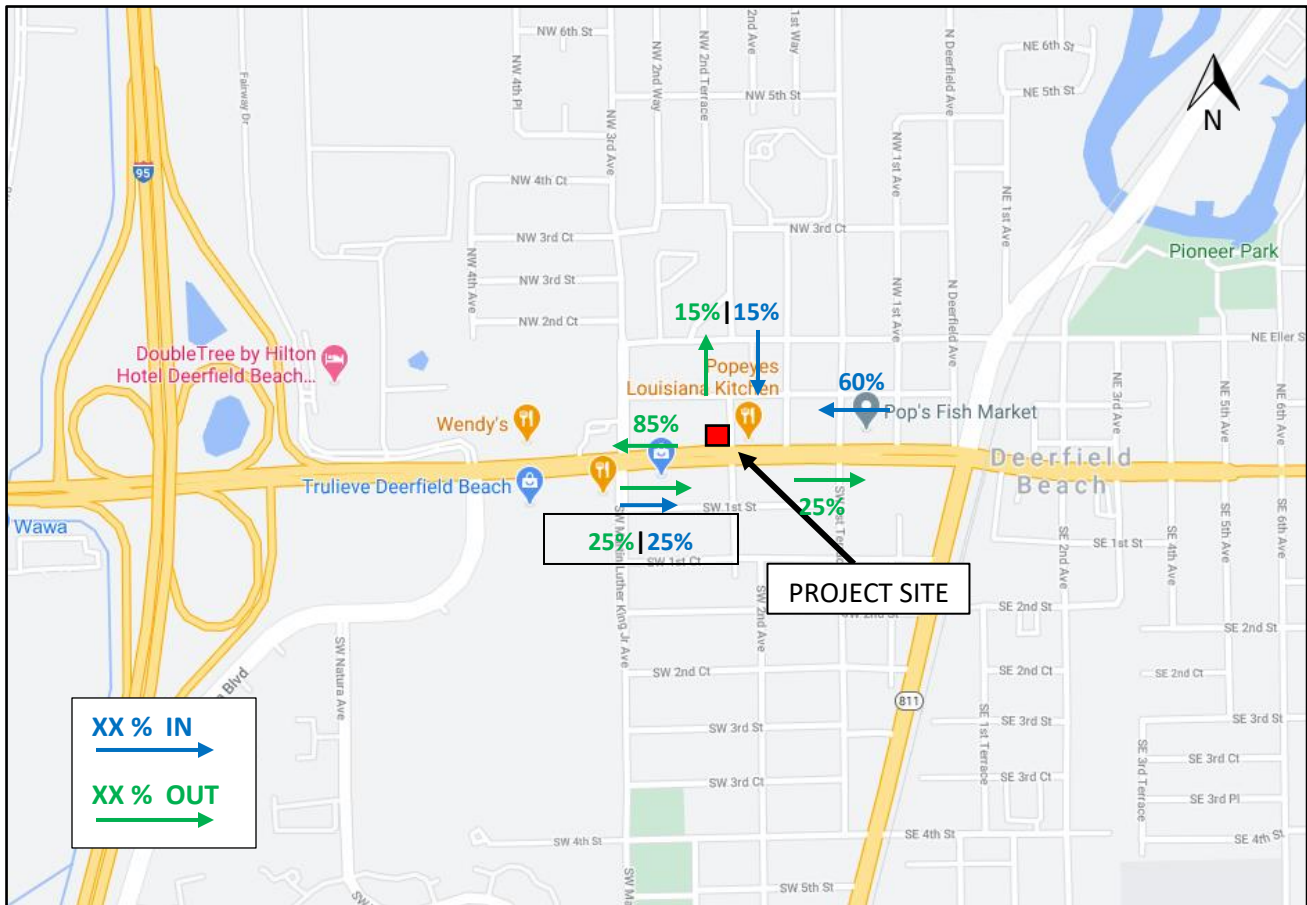


Exhibit 3A: Existing Driveway Trip Distribution

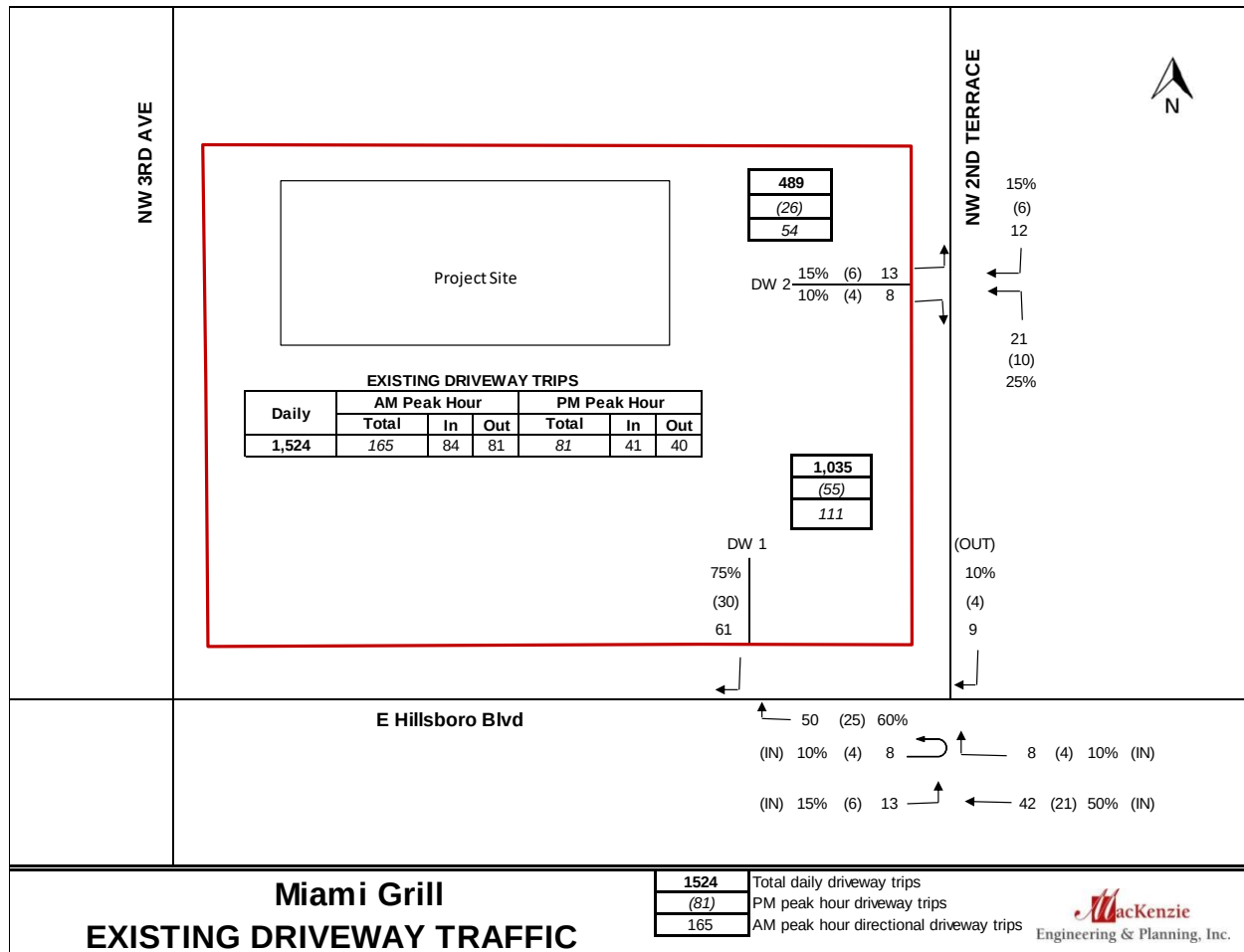


Exhibit 3B: Net Project Driveway Trip Distribution

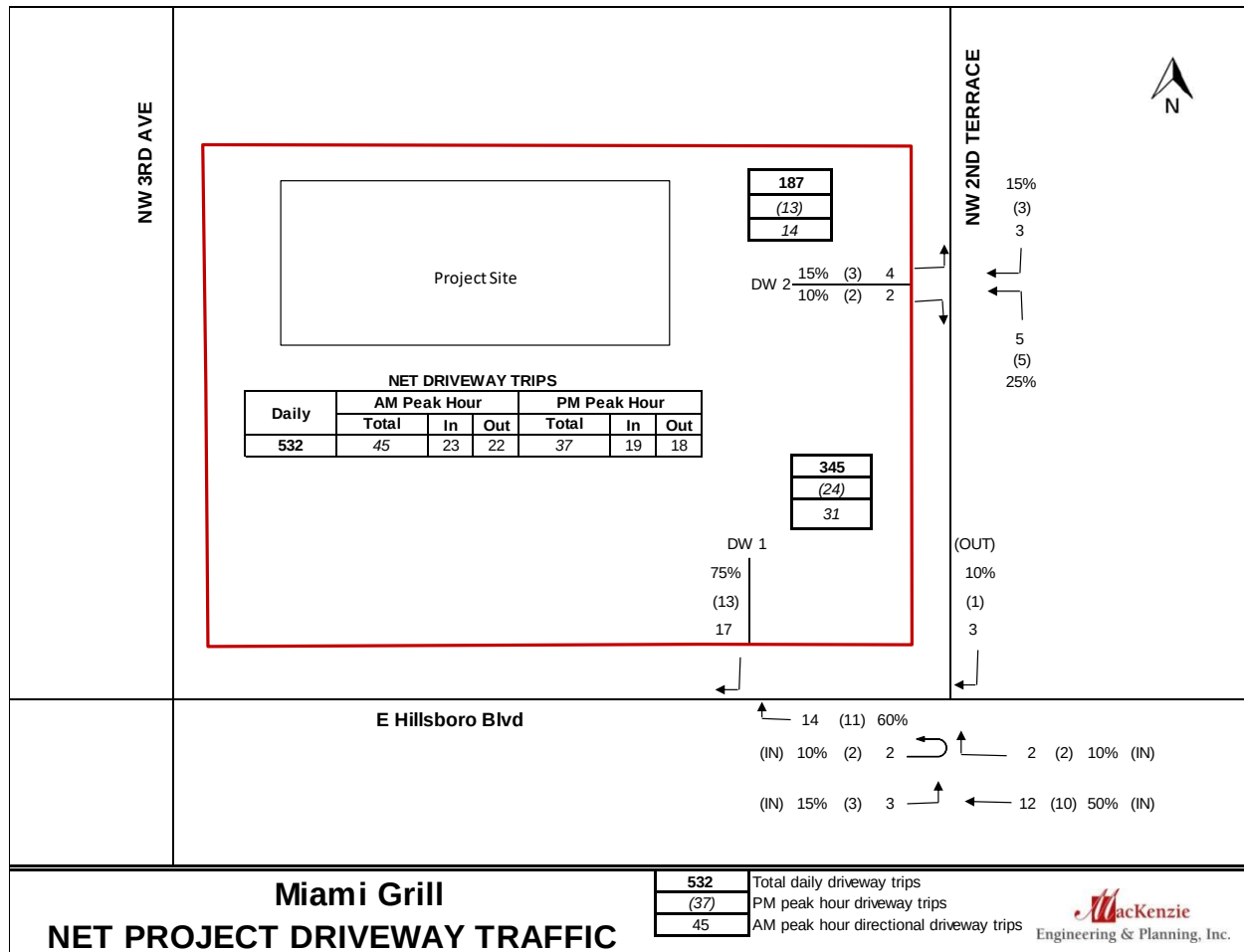


Exhibit 3C: Proposed Project Driveway Trip Distribution

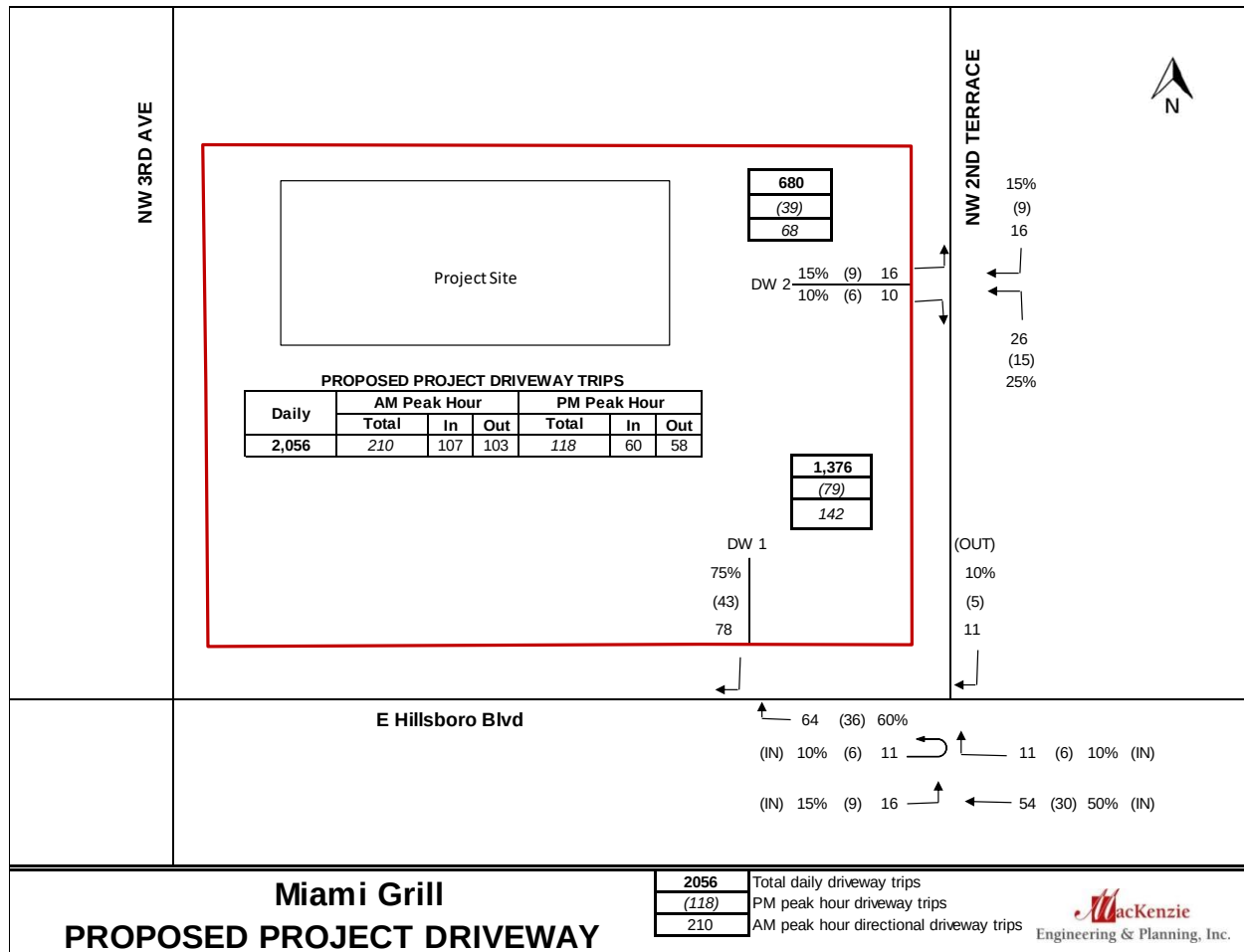
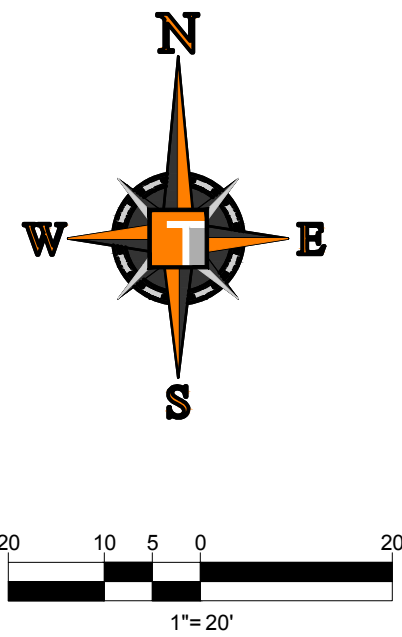
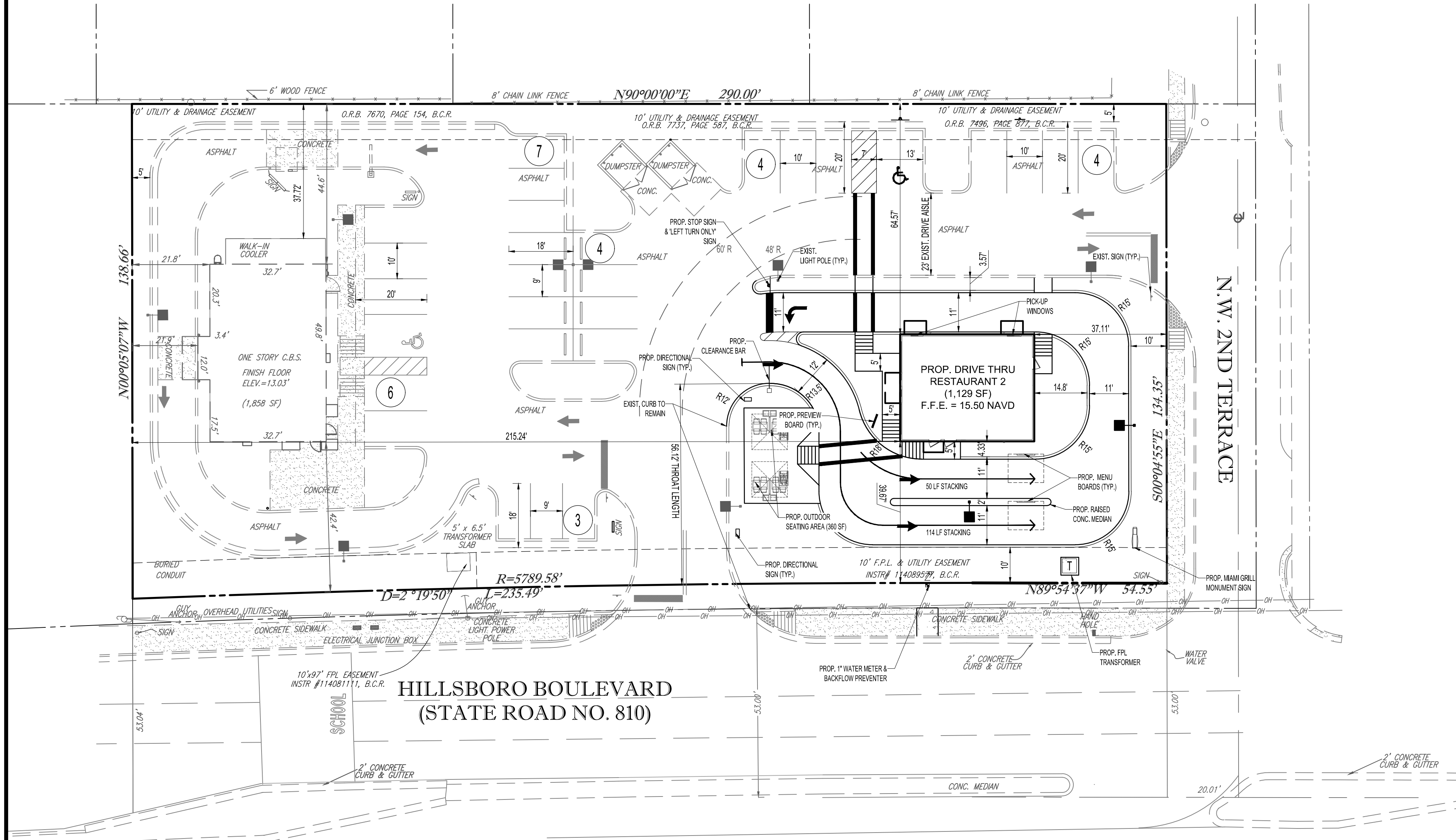


Exhibit 4: Growth Rate Calculation

Road Name	From	To	2015	2016	2017	2018	2019	Annual Absolute Growth	Growth Rate
NE 2nd St	SE 10th St	NE 2nd Ave	6,500	6,500	6,500	6,500	7,000	100	1.4%
SW Natura Blvd	SW 10th St	E Hillsboro Blvd	7,400	10,600	10,600	10,600	10,600	640	6.0%
E Hillsbroro Blvd	I-95	Dixie Hwy	51,000	52,000	54,500	54,500	60,000	2,050	3.4%
Dixie Hwy	SE 10th St	E Hillsboro Blvd	12,900	12,100	13,700	15,000	16,300	970	6.0%
	E Hillsboro Blvd	US 1	17,900	18,100	18,400	18,300	19,200	280	1.5%
Weighted Average									3.6%
Growth Rate Used									3.6%



SITE DATA

OWNER: K&S HILLSBORO, LLC
550 S FEDERAL HWY
DANIA BEACH, FL 33004

TAX MAP ID#: 4842 01 08 0030
4842 01 08 0020
4842 01 08 0010

SITE ADDRESS: 259, 263, 273 W. HILLSBORO BLVD.

FEMA FLOOD ZONE: ZONE 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
PER FLOOD PANEL 12011C0178H

ZONE X
PER FLOOD PANEL 12011C0109G
(EFFECTIVE 8/16/2014)

LAND USE INFORMATION:
CURRENT USE: VACANT
PROPOSED USE: RESTAURANT/RETAIL
FUTURE LAND USE DESIGNATION: COMMERCIAL
ZONING DESIGNATION: B-1 (BUSINESS, COMMUNITY)

SITE AREA:
TOTAL AREA 40,301 S.F. 0.9481 AC.
RW DEDICATION 2,030 S.F. 0.0466 AC.
NET AREA 39,271 S.F. 0.9015 AC.

DIMENSION REGULATIONS:	REQUIRED	PROPOSED
MIN. LOT AREA (S.F.)	5,000	39,271
MIN. LOT WIDTH (FEET)	50	134.35
SET BACKS:		
FRONT - EAST (FEET)	10	37.11
SIDE - SOUTH (FEET)	10	39.67
SIDE - NORTH (FEET)	0	37.72
REAR - WEST (FEET)	5	21.77
MIN. FLOOR AREA (S.F.)	1,000	2,987
MAX. FLOOR AREA RATIO (RATIO)	1.00	0.07
MAX. LOT COVERAGE (PERCENT)	50%	7.6%
MIN. LANDSCAPE AREA (PERCENT)	15%	29.4%
MAX. HEIGHT (FEET)	45	21'-3"

SITE AREA:	
TOTAL SITE	39,271 SF (100%)
IMPERVIOUS	27,726 SF (70.6%)
BUILDING	2,987 SF (7.6%)
ASPHALT	21,374 SF (54.4%)
CONCRETE	3,365 SF (8.6%)
PERVIOUS	11,545 SF (29.4%)

PARKING DATA	
REQUIRED:	
USE	AREA RATIO AMOUNT
EXIST. RESTAURANT (CSA = 1,858 X .35)	650 S.F. 1 SPACE/ 50 S.F. 13 SPACES
PROP. RESTAURANT (OUTDOOR SEATING ONLY)	385 S.F. 1 SPACE/ 50 S.F. 8 SPACES
RESTAURANT (NON CSA)	2,337 S.F. 1 SPACE/ 400 S.F. 6 SPACES
TOTAL SPACES	27 SPACES

PROVIDED:	
TYPE	AMOUNT PERCENT
STANDARD SPACES (MIN. 10' X 20') (INC. 2 ADA)	14 50.0%
COMPACT SPACES (MIN. 9' X 18')	14 50.0%
TOTAL SPACES	28 100.0%

LOADING ZONE:
LESS THAN 10,000 S.F. - NO LOADING SPACE REQUIRED

LANDSCAPE BUFFERS:	REQUIRED	PROVIDED
FRONT - EAST:	10'	10'
CORNER - SOUTH:	10'	10'
SIDE - NORTH:	5'	5'
REAR - WEST:	5'	5'

LEGAL DESCRIPTION:

LOT 1, LESS THE EAST 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND ALL OF LOT 2, AND 3' BLOCK 1, "GROVE PARK INDUSTRIAL CENTER", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
LESS THE SOUTH 7' FOR ROAD RIGHT-OF-WAY.

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P: 813-379-4100

125 W. INDIANTOWN RD.
SUITE 100
JUPITER, FL 33468
P: 561-203-7503

REV:	DATE:	COMMENT:	BY:
1	11/04/2020	SITE PLAN MODIFICATION	JAL

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FOR K & S HILLSBORO, LLC

CITY OF DEERFIELD BEACH
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PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE: SITE PLAN
SHEET NUMBER: C-05

Land Use: 934

Fast-Food Restaurant with Drive-Through Window

Description

This category includes fast-food restaurants with drive-through windows. This type of restaurant is characterized by a large drive-through clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. These limited-service eating establishments do not provide table service. Non-drive-through patrons generally order at a cash register and pay before they eat. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

The outdoor seating area is not included in the overall gross floor area. Therefore, the number of seats may be a more reliable independent variable on which to establish trip generation rates for facilities having significant outdoor seating.

Time-of-day distribution data for this land use for a weekday, Saturday, and Sunday are presented in Appendix A. For the 46 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 12:00 and 1:00 p.m., respectively. For the one dense multi-use urban site with data, the same AM and PM peak hours were observed.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alaska, Alberta (CAN), California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

163, 164, 168, 180, 181, 241, 245, 278, 294, 300, 301, 319, 338, 340, 342, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 977

Fast-Food Restaurant with Drive-Through Window (934)

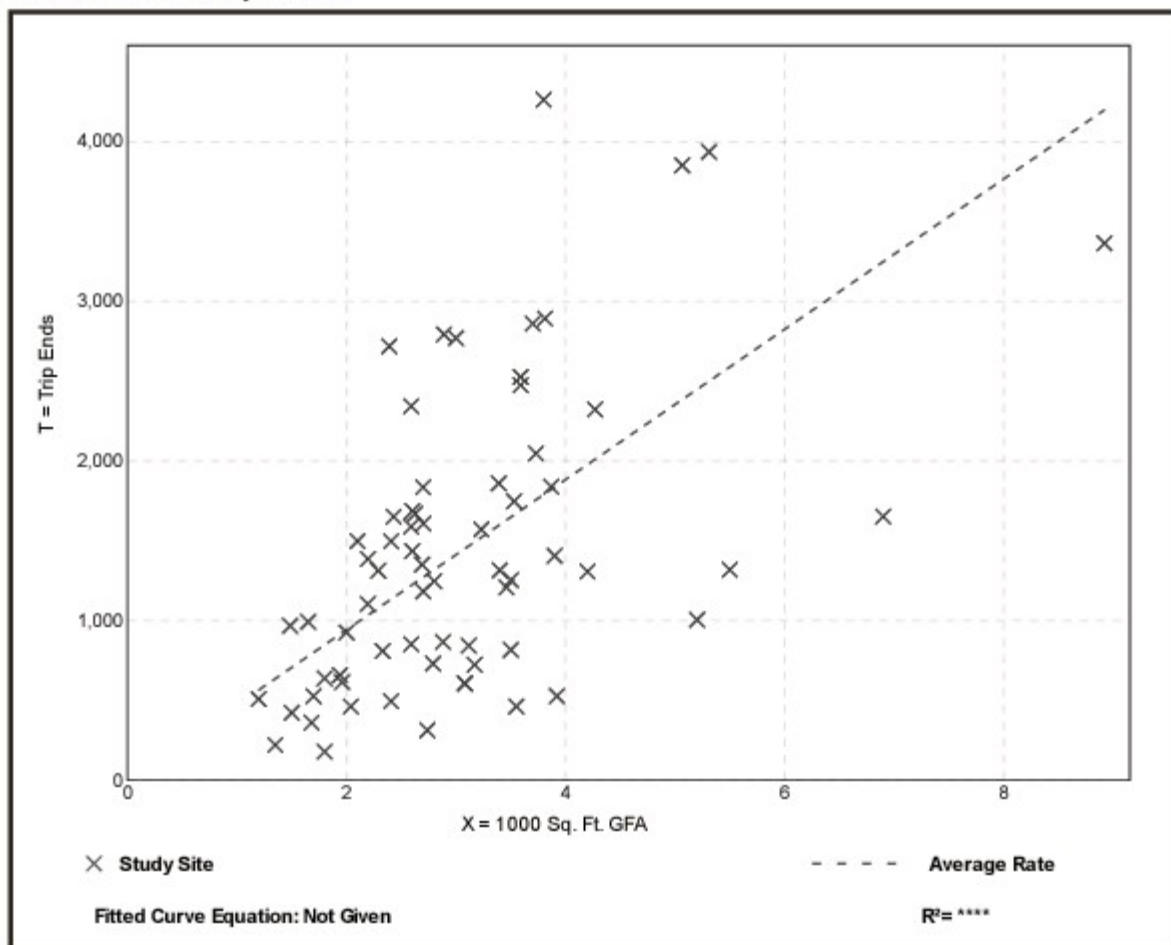
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 67
1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
470.95	98.89 - 1137.66	244.44

Data Plot and Equation



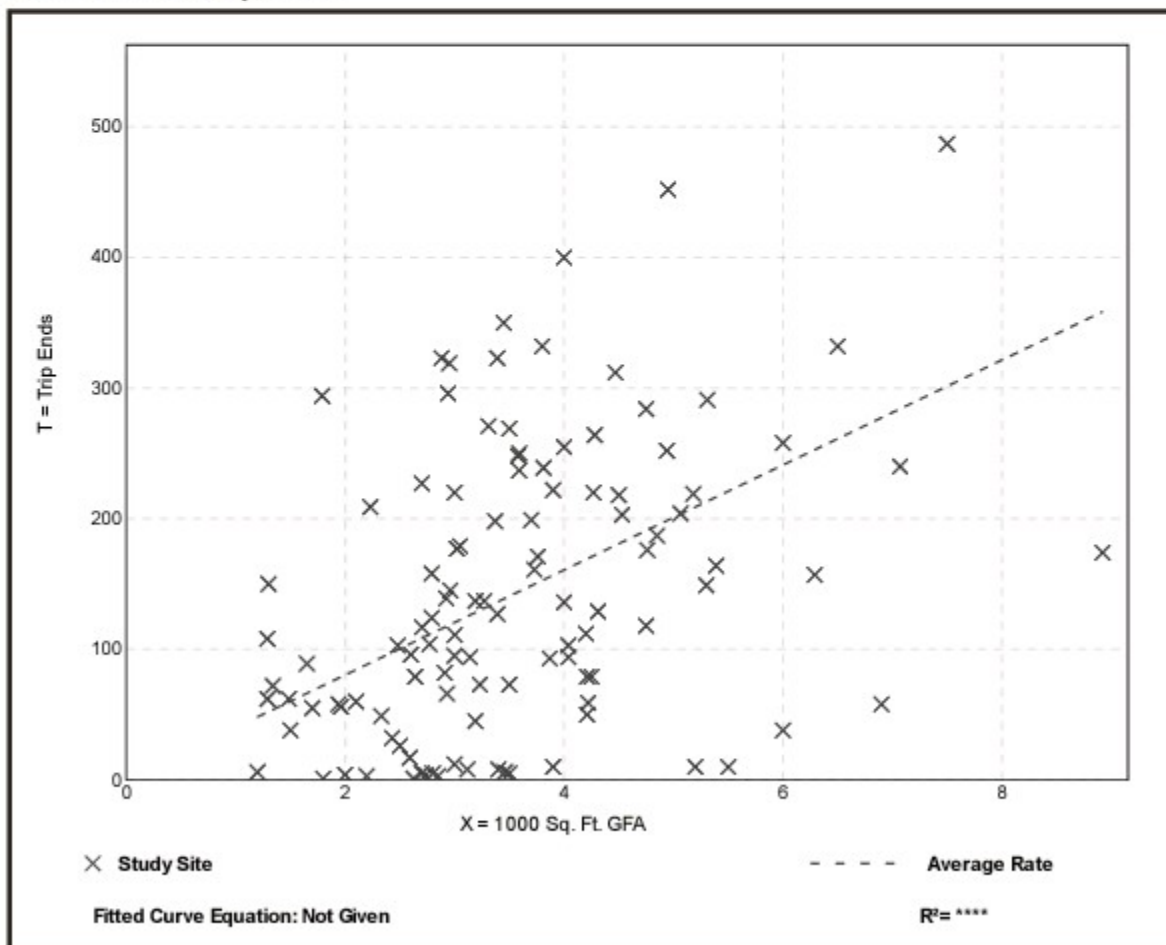
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 111
 1000 Sq. Ft. GFA: 4
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
40.19	0.38 - 164.25	28.78

Data Plot and Equation



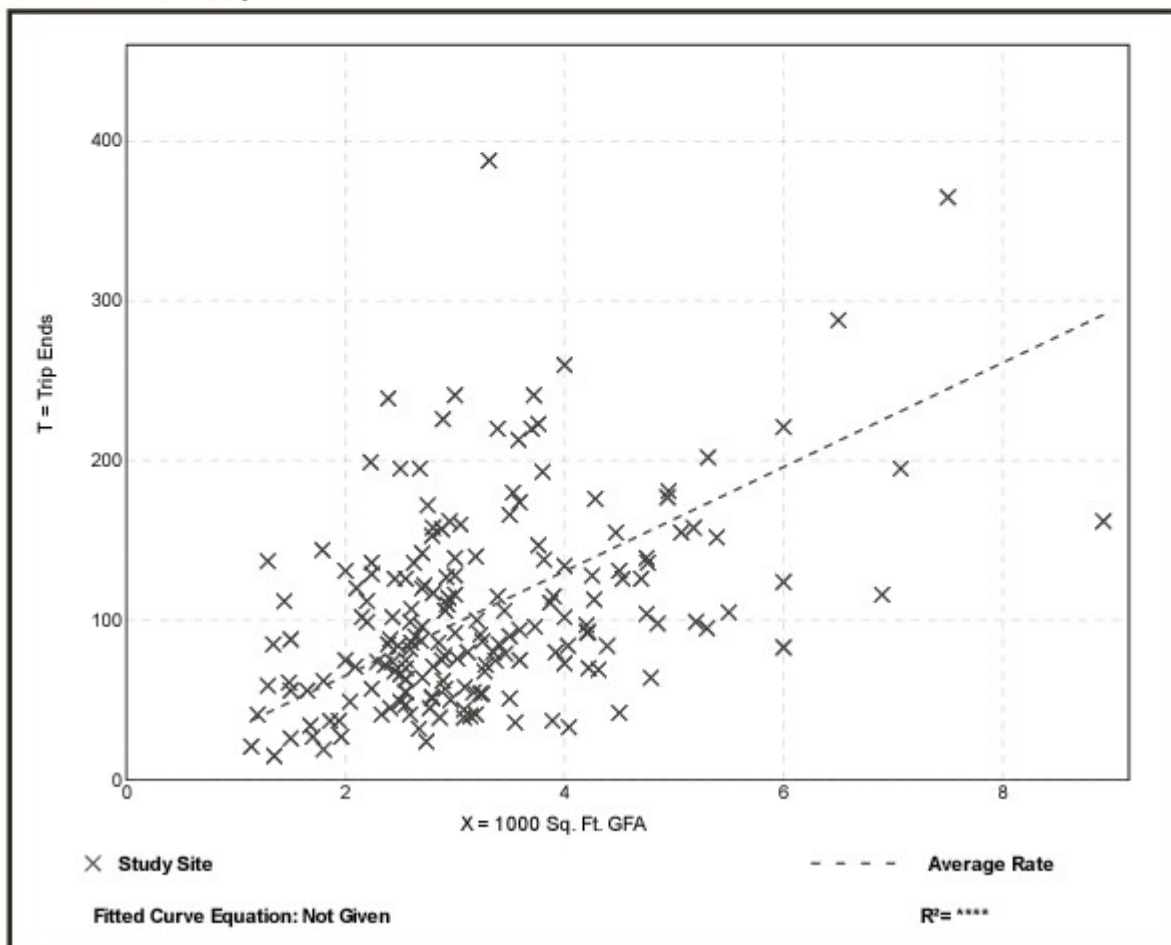
Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 185
 1000 Sq. Ft. GFA: 3
 Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.67	8.17 - 117.22	17.87

Data Plot and Equation



Land Use: 937

Coffee/Donut Shop with Drive-Through Window

Description

This land use includes single-tenant coffee and donut restaurants with drive-through windows. Freshly brewed coffee and a variety of coffee-related accessories are the primary retail products sold at these sites. They may also sell other refreshment items, such as donuts, bagels, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. Some sites may also sell newspapers, music, CDs, and books. The coffee and donut shops contained in this land use typically hold long store hours (more than 15 hours) with an early morning opening. Also, limited indoor seating is generally provided for patrons; however, table service is not provided. Coffee/donut shop without drive-through window (Land Use 936), coffee/donut shop with drive-through window and no indoor seating (Land Use 938), bread/donut/bagel shop without drive-through window (Land Use 939), and bread/donut/bagel shop with drive-through window (Land Use 940) are related uses.

Additional Data

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Colorado, Connecticut, Illinois, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New York, Ontario (CAN), Pennsylvania, Quebec (CAN), Tennessee, Vermont, Washington, and Wisconsin.

Specialized Land Use Data

One study provided data for a coffee/donut shop with a drive-through window that also sells donuts and ice cream (source 617). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 3,300 square feet. It generated 425 vehicle trips during the weekday AM peak hour of adjacent street traffic, and 236 vehicle trips during the weekday PM peak hour of adjacent street traffic.

Source Numbers

594, 599, 615, 617, 618, 621, 622, 635, 639, 712, 714, 725, 726, 728, 853, 854, 892, 903, 928, 959, 979, 982

Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

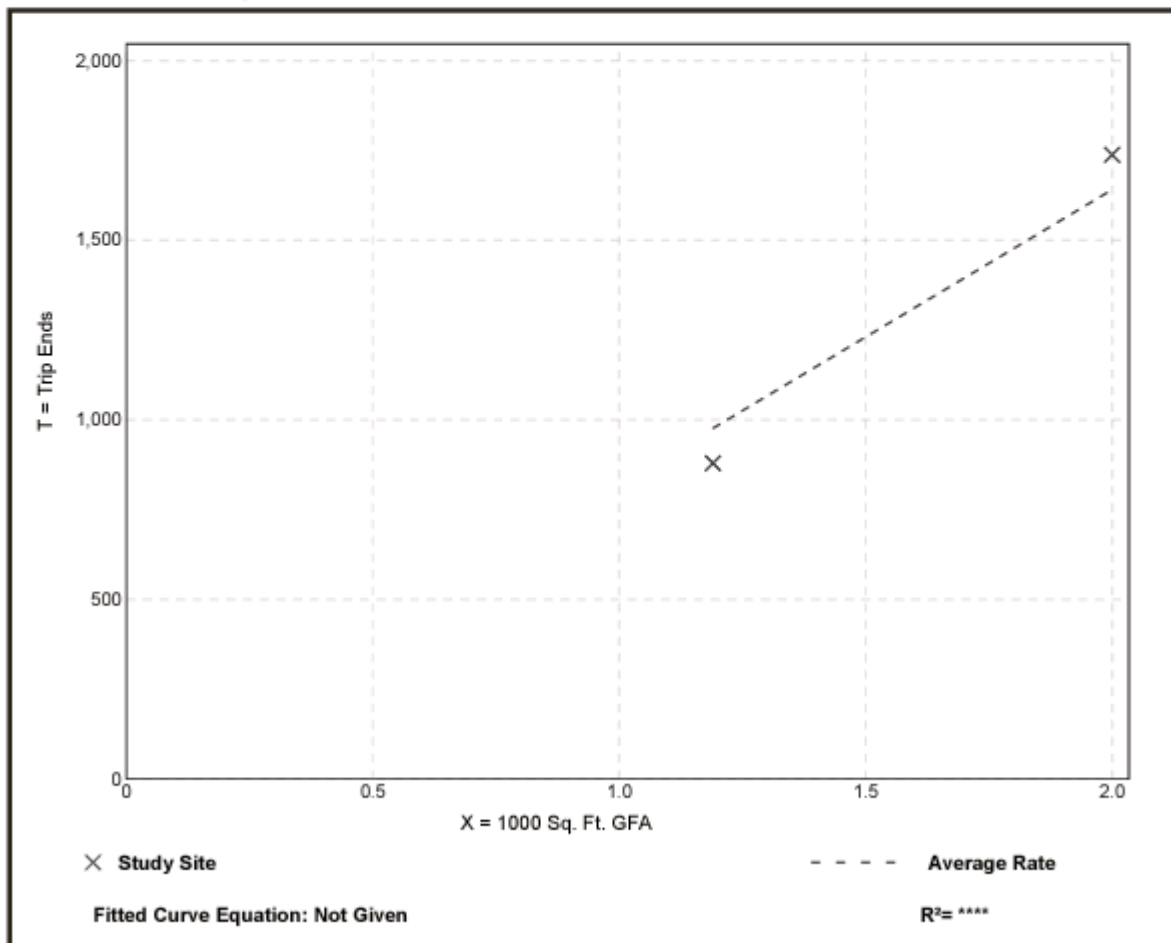
Setting/Location: General Urban/Suburban
Number of Studies: 2
1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
820.38	738.66 - 869.00	*

Data Plot and Equation

Caution – Small Sample Size



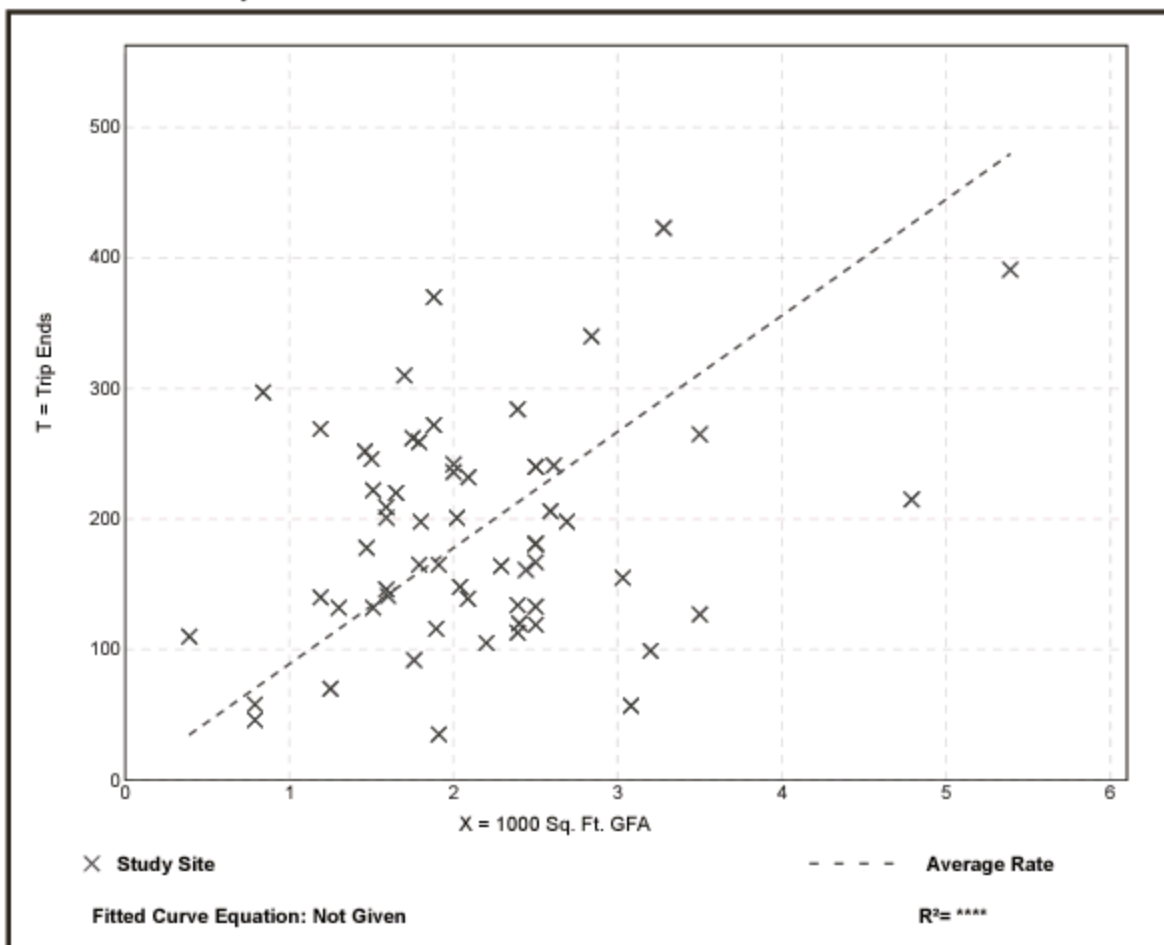
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 61
 1000 Sq. Ft. GFA: 2
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
88.99	18.32 - 353.57	48.19

Data Plot and Equation



Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 26
 1000 Sq. Ft. GFA: 2
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
43.38	2.09 - 92.31	18.88

Data Plot and Equation

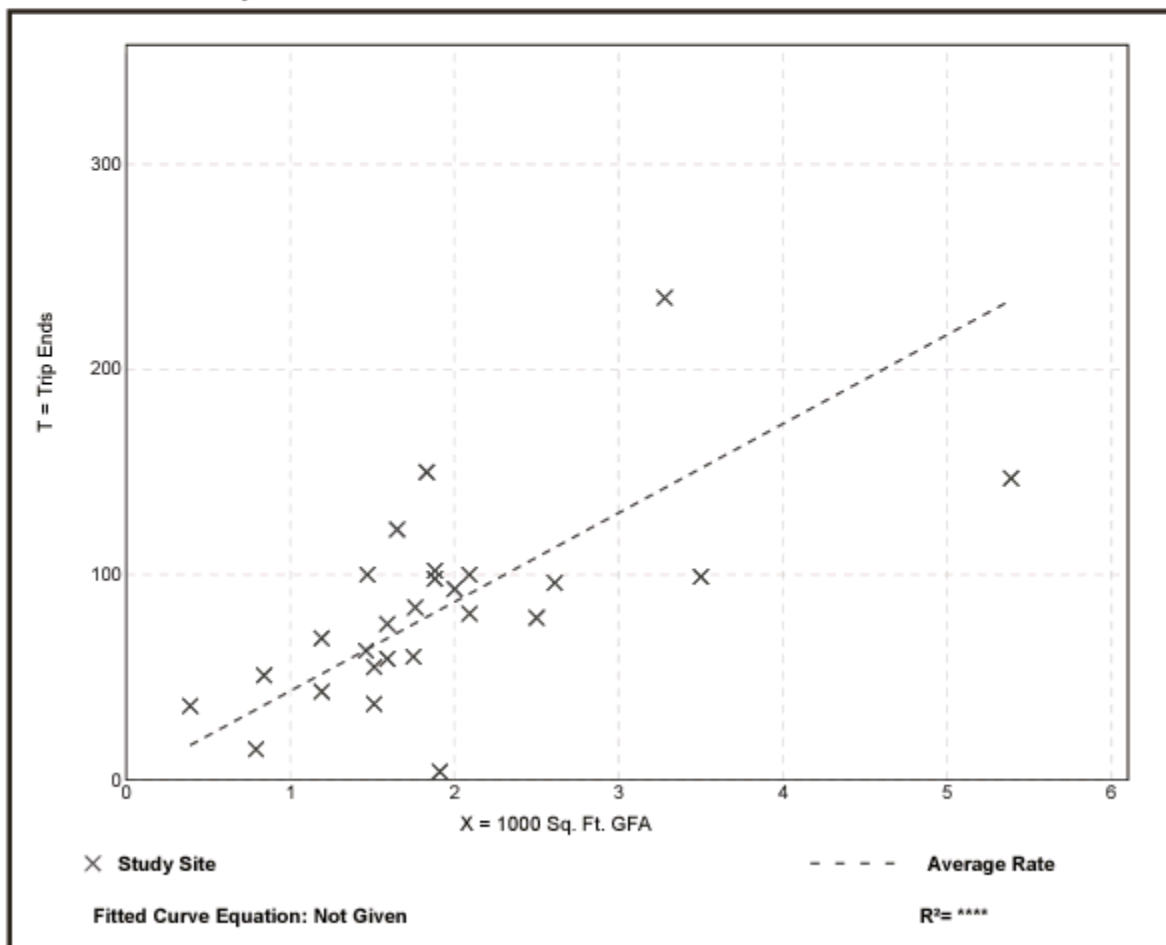


Table E.1 Land Use Codes and Time Periods with Pass-By Data

AM	PM	Land Use Code and Title	Time Period	Table	Figure	
	0	565 Day Care Center	Weekday, PM Peak Period	F.2	—	
	29%	813 Free-Standing Discount Superstore	Weekday, PM Peak Period	F.3	F.1/F.2	
			Saturday, Mid-day Peak Period	F.4	F.3	
	34%	814 Variety Store	Weekday, PM Peak Period	F.5	—	
	17%	815 Free-Standing Discount Store	Weekday, PM Peak Period	F.6	F.4/F.5	
			Saturday, Mid-day Peak Period	F.7	F.6	
	26%	816 Hardware/Paint Store	Weekday, PM Peak Period	F.8	—	
	34%	820 Shopping Center	Weekday, PM Peak Period	F.9	F.7/F.8	
			Saturday, Mid-day Peak Period	F.10	F.9	
		843 Automobile Parts Sales	Weekday, PM Peak Period	F.11	—	
	28%	848 Tire Store	Weekday, PM Peak Period	F.12	—	
	36%	850 Supermarket	Weekday, PM Peak Period	F.13	F.10	
	51%	851 Convenience Market (Open 24 Hours)	Weekday, PM Peak Period	F.14	—	
	63%	853 Convenience Market with Gasoline Pumps	Weekday, AM Peak Period	F.15	F.11	
	66%		Weekday, PM Peak Period	F.16	F.12/F.13	
	21%	854 Discount Supermarket	Weekday, PM Peak Period	F.17	F.14	
	37%	857 Discount Club	Weekday, PM Peak Period	F.18	—	
			Saturday, Mid-day Peak Period	F.19	—	
	42%	862 Home Improvement Superstore	Weekday, PM Peak Period	F.20	—	
		863 Electronics Superstore	Weekday, PM Peak Period	F.21	—	
	53%	880 Pharmacy/Drugstore without Drive-Through Window	Weekday, PM Peak Period	F.22	—	
	49%	881 Pharmacy/Drugstore with Drive-Through Window	Weekday, PM Peak Period	F.23	—	
	53%	890 Furniture Store	Weekday, PM Peak Period	F.24	—	
	29%	912 Drive-In Bank	Weekday, AM Peak Period	F.25	—	
	35%		Weekday, Mid-day Peak Period	F.26	—	
			Weekday, PM Peak Period	F.27	F.15	
			Saturday, Mid-day Peak Period	F.28	—	
	44%	931 Quality Restaurant	Weekday, PM Peak Period	F.29	—	
	43%	932 High-Turnover (Sit-Down) Restaurant	Weekday, PM Peak Period	F.30	F.16	
	49%	934 Fast-Food Restaurant with Drive-Through Window	Weekday, AM Peak Period	F.31	—	
	50%		Weekday, PM Peak Period	F.32	F.17	
		938 Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (Coffee/Esspresso Stand)	Weekday	F.33/F.34	—	89% Weekday
	58%	944 Gasoline/Service Station	Weekday, AM Peak Period	F.35	—	
	42%		Weekday, PM Peak Period	F.36	—	
	62%	945 Gasoline/Service Station with Convenience Market	Weekday, AM Peak Period	F.37	F.18	
	56%		Weekday, PM Peak Period	F.38	F.19	



Engineering & Planning, Inc.

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Memorandum

To: City of Deerfield Beach Public Works Department
From: Shaun G. Mackenzie, P.E.
Date: April 27, 2021
Revised March 4, 2021
Re: Miami Grill

Introduction

MacKenzie Engineering and Planning, Inc. (MEP) was retained by K&S Hillsboro LLC to analyze the design queue length for the drive-thru at the existing Dunkin' Donuts and proposed Miami Grill located at the northwest corner of Hillsboro Boulevard and NW 2nd Terrace, Deerfield Beach, FL.

Data Collection

Field observations were performed at the existing 1,858 SF Dunkin' Donuts at 273 W Hillsboro Boulevard, Deerfield Beach, FL 33441 and a 2,114 SF Miami Grill located at 750 W Sample Road, Pompano Beach, FL 33064. The Miami Grill location offers comparable adjacent street traffic volumes to the proposed location. The data was collected during the following time periods base on discussion with Dunkin' Donuts Miami Grill's staff:

- Dunkin' Donuts Count, Tuesday February 23, 2021 – 7:00 AM to 2:00 PM
- Miami Grill Count, Wednesday February 24, 2021 – 11:00 AM to 2:00 PM

Queuing data was collected and recorded in 1 minute intervals by MacKenzie Engineering and Planning, Inc. for the morning and evening hours during the weekday and weekend timeframes. Exhibit 1 presents the detailed queuing data collected in 1 minute intervals for each of the study timeframes. The vehicle queue length was measured from the menu (ordering) board to the last vehicle in the queue.

Confidence Interval

The analysis presented herein uses the count data provided, classifies the busiest 60 minutes of observations and develops the average maximum back of queue based on the busiest 60 minutes.

Queue Analysis

The maximum back-of-queue was obtained from each time period and the maximum back-of-queue from the highest observed queue was chosen as the overall maximum back-of-queue in order to provide a conservative analysis.

Based on the data collected, the existing Dunkin's Donuts maximum back-of-queue length is 7 vehicles. The queue length is seven (7) vehicles and based on the 22-foot queue length per vehicle estimated by MacKenzie Engineering and Planning, Inc. and recommended in FDOT's *Site Impact Handbook*, the projected queue length is 154 feet.

Based on the data collected, the existing Miami Grill maximum back-of-queue length is conservatively 2 vehicles. The queue length is two (2) vehicle and based on the 22-foot queue length per vehicle estimated by MacKenzie Engineering and Planning, Inc. and recommended in FDOT's *Site Impact Handbook*, the projected queue length is 44 feet.

Table 1 – Summary of Queue Results

Site	Date	Count Timeframe	Maximum Queue
Dunkin Donuts	02-23-2021 (Tuesday)	7:00 AM to 2:00 PM	7 vehicles
Miami Grill	02-24-2021 (Wednesday)	11:00 PM to 2:00 PM	2 vehicles

Table 2. Recommended Queue Storage

	Dunkin' Donuts		Miami Grill	
Scenario	Project Size (SF)	Queue	Project Size (SF)	Queue
Existing	1,858	7 vehicles	2,114	2 vehicles

Dunkin Donuts

Maximum Back of Queue to
Utilize = 7 vehicles (154 feet)

Miami Grill

Maximum Back of Queue to
Utilize = 2 vehicles (44 feet)

Conclusion

Based on the analysis provided, the proposed drive thru lane from the menu board/ordering window to back of queue should be designed at a minimum of 154 feet for the existing Dunkin' Donuts and a minimum of 44 feet for the proposed Miami Grill.

Adequate queue storage exists on the property for both the Dunkin' Donuts and Miami Grill. Further, Miami Grill is closed when during Dunkin' Donuts' busiest time period (7 AM to 9 AM).

Shaun G. MacKenzie, P.E.

P.E. Number 61751

Dunkin Donuts 02-23-2021

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
7:00 AM	2	0
7:01 AM	3	3
7:02 AM	5	4
7:03 AM	4	3
7:04 AM	4	4
7:05 AM	6	3
7:06 AM	6	4
7:07 AM	4	4
7:08 AM	5	4
7:09 AM	3	4
7:10 AM	5	4
7:11 AM	3	4
7:12 AM	5	2
7:13 AM	6	1
7:14 AM	7	2
7:15 AM	7	2
7:16 AM	6	3
7:17 AM	4	3
7:18 AM	3	3
7:19 AM	4	3
7:20 AM	4	4
7:21 AM	5	3
7:22 AM	5	2
7:23 AM	4	2
7:24 AM	4	2
7:25 AM	4	2
7:26 AM	6	1
7:27 AM	6	3
7:28 AM	6	3
7:29 AM	6	3

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
7:30 AM	7	2
7:31 AM	6	3
7:32 AM	4	3
7:33 AM	5	3
7:34 AM	7	3
7:35 AM	7	4
7:36 AM	5	3
7:37 AM	6	1
7:38 AM	5	3
7:39 AM	4	3
7:40 AM	3	3
7:41 AM	2	4
7:42 AM	2	3
7:43 AM	3	2
7:44 AM	2	2
7:45 AM	1	3
7:46 AM	3	2
7:47 AM	4	3
7:48 AM	5	3
7:49 AM	6	3
7:50 AM	6	4
7:51 AM	5	4
7:52 AM	3	3
7:53 AM	2	3
7:54 AM	2	3
7:55 AM	2	3
7:56 AM	5	2
7:57 AM	5	2
7:58 AM	5	2
7:59 AM	6	2

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
8:00 AM	6	3
8:01 AM	7	3
8:02 AM	5	3
8:03 AM	4	4
8:04 AM	4	3
8:05 AM	2	4
8:06 AM	4	2
8:07 AM	6	2
8:08 AM	6	1
8:09 AM	6	1
8:10 AM	7	2
8:11 AM	6	2
8:12 AM	6	3
8:13 AM	5	4
8:14 AM	4	4
8:15 AM	2	4
8:16 AM	4	3
8:17 AM	4	4
8:18 AM	4	3
8:19 AM	5	2
8:20 AM	7	3
8:21 AM	6	3
8:22 AM	6	2
8:23 AM	5	2
8:24 AM	4	1
8:25 AM	5	1
8:26 AM	5	2
8:27 AM	7	2
8:28 AM	7	2
8:29 AM	7	1

Dunkin Donuts 02-23-2021

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
8:30 AM	6	2
8:31 AM	6	3
8:32 AM	6	3
8:33 AM	5	4
8:34 AM	4	3
8:35 AM	4	2
8:36 AM	6	2
8:37 AM	4	2
8:38 AM	4	3
8:39 AM	4	3
8:40 AM	5	3
8:41 AM	5	3
8:42 AM	5	3
8:43 AM	4	3
8:44 AM	2	3
8:45 AM	1	3
8:46 AM	0	2
8:47 AM	3	1
8:48 AM	4	2
8:49 AM	3	2
8:50 AM	6	3
8:51 AM	5	4
8:52 AM	4	4
8:53 AM	3	4
8:54 AM	4	4
8:55 AM	2	4
8:56 AM	2	3
8:57 AM	3	2
8:58 AM	3	3
8:59 AM	4	2

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
9:00 AM	4	3
9:01 AM	4	3
9:02 AM	4	2
9:03 AM	4	3
9:04 AM	5	3
9:05 AM	4	3
9:06 AM	4	2
9:07 AM	4	2
9:08 AM	2	4
9:09 AM	1	3
9:10 AM	5	1
9:11 AM	5	3
9:12 AM	3	3
9:13 AM	2	4
9:14 AM	2	3
9:15 AM	1	4
9:16 AM	2	3
9:17 AM	1	3
9:18 AM	0	2
9:19 AM	2	1
9:20 AM	2	2
9:21 AM	2	3
9:22 AM	3	4
9:23 AM	3	3
9:24 AM	2	3
9:25 AM	1	3
9:26 AM	1	2
9:27 AM	1	2
9:28 AM	1	2
9:29 AM	5	2

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
9:30 AM	5	2
9:31 AM	4	3
9:32 AM	3	3
9:33 AM	2	3
9:34 AM	2	2
9:35 AM	1	2
9:36 AM	1	2
9:37 AM	3	1
9:38 AM	3	2
9:39 AM	1	4
9:40 AM	1	3
9:41 AM	2	3
9:42 AM	2	3
9:43 AM	2	2
9:44 AM	1	4
9:45 AM	6	3
9:46 AM	6	2
9:47 AM	5	2
9:48 AM	4	2
9:49 AM	3	3
9:50 AM	3	3
9:51 AM	2	3
9:52 AM	0	3
9:53 AM	0	2
9:54 AM	0	1
9:55 AM	1	1
9:56 AM	1	1
9:57 AM	0	2
9:58 AM	1	1
9:59 AM	3	1

Dunkin Donuts 02-23-2021

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
10:00 AM	3	1
10:01 AM	2	3
10:02 AM	2	3
10:03 AM	1	3
10:04 AM	3	3
10:05 AM	4	3
10:06 AM	3	3
10:07 AM	3	3
10:08 AM	4	3
10:09 AM	4	3
10:10 AM	3	3
10:11 AM	3	4
10:12 AM	4	3
10:13 AM	2	2
10:14 AM	4	3
10:15 AM	3	3
10:16 AM	2	4
10:17 AM	2	3
10:18 AM	1	3
10:19 AM	1	3
10:20 AM	1	2
10:21 AM	3	2
10:22 AM	2	1
10:23 AM	2	1
10:24 AM	2	2
10:25 AM	2	2
10:26 AM	3	1
10:27 AM	2	3
10:28 AM	1	3
10:29 AM	1	3

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
10:30 AM	1	2
10:31 AM	0	3
10:32 AM	1	1
10:33 AM	1	2
10:34 AM	0	1
10:35 AM	1	1
10:36 AM	1	1
10:37 AM	0	1
10:38 AM	0	1
10:39 AM	0	0
10:40 AM	0	0
10:41 AM	1	1
10:42 AM	1	1
10:43 AM	0	1
10:44 AM	1	1
10:45 AM	0	1
10:46 AM	1	2
10:47 AM	0	1
10:48 AM	1	1
10:49 AM	0	1
10:50 AM	0	2
10:51 AM	3	3
10:52 AM	2	3
10:53 AM	3	2
10:54 AM	3	2
10:55 AM	2	2
10:56 AM	2	2
10:57 AM	1	3
10:58 AM	0	2
10:59 AM	0	1

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
11:00 AM	1	1
11:01 AM	1	1
11:02 AM	1	1
11:03 AM	0	1
11:04 AM	2	1
11:05 AM	1	2
11:06 AM	1	3
11:07 AM	0	2
11:08 AM	1	2
11:09 AM	0	1
11:10 AM	0	1
11:11 AM	0	0
11:12 AM	0	0
11:13 AM	0	0
11:14 AM	0	0
11:15 AM	3	2
11:16 AM	4	2
11:17 AM	3	3
11:18 AM	3	2
11:19 AM	4	3
11:20 AM	3	3
11:21 AM	2	3
11:22 AM	2	3
11:23 AM	1	3
11:24 AM	1	3
11:25 AM	1	3
11:26 AM	0	4
11:27 AM	0	2
11:28 AM	0	2
11:29 AM	1	1

Dunkin Donuts 02-23-2021

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
11:30 AM	0	1
11:31 AM	1	1
11:32 AM	0	1
11:33 AM	0	0
11:34 AM	0	0
11:35 AM	0	0
11:36 AM	1	1
11:37 AM	2	2
11:38 AM	2	1
11:39 AM	2	1
11:40 AM	1	2
11:41 AM	1	1
11:42 AM	0	1
11:43 AM	0	1
11:44 AM	0	0
11:45 AM	1	0
11:46 AM	1	1
11:47 AM	2	1
11:48 AM	2	1
11:49 AM	2	1
11:50 AM	1	2
11:51 AM	0	2
11:52 AM	0	1
11:53 AM	1	1
11:54 AM	0	1
11:55 AM	0	0
11:56 AM	0	0
11:57 AM	0	0
11:58 AM	0	0
11:59 AM	0	0

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
12:00 PM	0	0
12:01 PM	0	0
12:02 PM	0	0
12:03 PM	0	0
12:04 PM	1	1
12:05 PM	0	1
12:06 PM	0	1
12:07 PM	0	0
12:08 PM	0	0
12:09 PM	0	0
12:10 PM	0	0
12:11 PM	0	0
12:12 PM	0	0
12:13 PM	1	0
12:14 PM	1	1
12:15 PM	0	2
12:16 PM	0	2
12:17 PM	0	1
12:18 PM	0	1
12:19 PM	0	0
12:20 PM	1	1
12:21 PM	0	1
12:22 PM	1	1
12:23 PM	0	1
12:24 PM	0	0
12:25 PM	1	1
12:26 PM	1	1
12:27 PM	0	1
12:28 PM	0	1
12:29 PM	0	0

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
12:30 PM	0	0
12:31 PM	0	0
12:32 PM	0	0
12:33 PM	0	0
12:34 PM	0	0
12:35 PM	0	0
12:36 PM	0	0
12:37 PM	0	0
12:38 PM	0	0
12:39 PM	0	0
12:40 PM	0	0
12:41 PM	0	0
12:42 PM	1	0
12:43 PM	1	1
12:44 PM	0	1
12:45 PM	1	2
12:46 PM	0	2
12:47 PM	0	1
12:48 PM	0	1
12:49 PM	2	1
12:50 PM	1	2
12:51 PM	0	1
12:52 PM	0	1
12:53 PM	0	1
12:54 PM	0	0
12:55 PM	0	0
12:56 PM	1	1
12:57 PM	0	1
12:58 PM	0	1
12:59 PM	0	1

Dunkin Donuts 02-23-2021

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
1:00 PM	0	1
1:01 PM	1	1
1:02 PM	0	1
1:03 PM	0	1
1:04 PM	2	2
1:05 PM	0	2
1:06 PM	0	2
1:07 PM	1	1
1:08 PM	1	1
1:09 PM	2	1
1:10 PM	2	2
1:11 PM	1	2
1:12 PM	0	2
1:13 PM	0	1
1:14 PM	0	0
1:15 PM	1	0
1:16 PM	2	0
1:17 PM	2	2
1:18 PM	2	2
1:19 PM	3	2
1:20 PM	2	2
1:21 PM	2	3
1:22 PM	1	4
1:23 PM	1	4
1:24 PM	1	3
1:25 PM	0	2
1:26 PM	0	1
1:27 PM	1	1
1:28 PM	0	1
1:29 PM	0	1

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
1:30 PM	0	0
1:31 PM	1	1
1:32 PM	0	1
1:33 PM	0	1
1:34 PM	0	0
1:35 PM	1	1
1:36 PM	0	1
1:37 PM	1	1
1:38 PM	1	1
1:39 PM	0	1
1:40 PM	0	1
1:41 PM	0	1
1:42 PM	0	1
1:43 PM	0	1
1:44 PM	0	0
1:45 PM	0	0
1:46 PM	0	0
1:47 PM	0	0
1:48 PM	0	0
1:49 PM	1	0
1:50 PM	0	1
1:51 PM	1	1
1:52 PM	1	2
1:53 PM	0	2
1:54 PM	0	2
1:55 PM	1	2
1:56 PM	0	2
1:57 PM	0	1
1:58 PM	0	0
1:59 PM	0	0

Miami Grill 02-24-2021

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
11:00 AM	0	2
11:01 AM	0	2
11:02 AM	0	2
11:03 AM	1	2
11:04 AM	1	3
11:05 AM	0	3
11:06 AM	0	2
11:07 AM	0	2
11:08 AM	0	2
11:09 AM	0	2
11:10 AM	1	3
11:11 AM	2	3
11:12 AM	2	3
11:13 AM	1	4
11:14 AM	0	3
11:15 AM	0	3
11:16 AM	0	3
11:17 AM	1	3
11:18 AM	0	3
11:19 AM	0	3
11:20 AM	0	2
11:21 AM	0	2
11:22 AM	0	2
11:23 AM	0	2
11:24 AM	0	2
11:25 AM	0	0
11:26 AM	0	0
11:27 AM	1	0
11:28 AM	2	1
11:29 AM	1	2

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
11:30 AM	0	2
11:31 AM	0	2
11:32 AM	0	2
11:33 AM	0	1
11:34 AM	0	1
11:35 AM	0	1
11:36 AM	1	1
11:37 AM	1	1
11:38 AM	0	1
11:39 AM	0	1
11:40 AM	0	1
11:41 AM	0	0
11:42 AM	1	0
11:43 AM	1	1
11:44 AM	1	1
11:45 AM	1	1
11:46 AM	1	2
11:47 AM	0	2
11:48 AM	0	2
11:49 AM	0	1
11:50 AM	0	1
11:51 AM	0	1
11:52 AM	0	1
11:53 AM	0	1
11:54 AM	0	0
11:55 AM	1	0
11:56 AM	1	1
11:57 AM	0	1
11:58 AM	0	1
11:59 AM	0	1

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
12:00 PM	0	1
12:01 PM	0	0
12:02 PM	0	0
12:03 PM	0	0
12:04 PM	0	0
12:05 PM	0	0
12:06 PM	0	0
12:07 PM	0	0
12:08 PM	0	0
12:09 PM	0	0
12:10 PM	0	0
12:11 PM	0	0
12:12 PM	0	0
12:13 PM	0	0
12:14 PM	0	0
12:15 PM	0	0
12:16 PM	1	0
12:17 PM	1	1
12:18 PM	2	1
12:19 PM	2	2
12:20 PM	1	3
12:21 PM	1	3
12:22 PM	0	4
12:23 PM	0	3
12:24 PM	1	3
12:25 PM	1	4
12:26 PM	0	4
12:27 PM	1	4
12:28 PM	1	4
12:29 PM	1	4

Miami Grill 02-24-2021

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
12:30 PM	0	3
12:31 PM	0	3
12:32 PM	0	3
12:33 PM	0	1
12:34 PM	0	1
12:35 PM	0	1
12:36 PM	0	0
12:37 PM	2	0
12:38 PM	1	2
12:39 PM	1	3
12:40 PM	0	3
12:41 PM	0	3
12:42 PM	0	3
12:43 PM	0	3
12:44 PM	2	2
12:45 PM	2	2
12:46 PM	1	2
12:47 PM	0	2
12:48 PM	0	2
12:49 PM	0	2
12:50 PM	0	1
12:51 PM	0	1
12:52 PM	0	0
12:53 PM	0	0
12:54 PM	0	0
12:55 PM	0	0
12:56 PM	0	0
12:57 PM	0	0
12:58 PM	1	0
12:59 PM	1	1

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
1:00 PM	1	2
1:01 PM	0	2
1:02 PM	0	1
1:03 PM	0	1
1:04 PM	0	0
1:05 PM	0	0
1:06 PM	0	0
1:07 PM	1	1
1:08 PM	1	1
1:09 PM	1	2
1:10 PM	0	2
1:11 PM	0	2
1:12 PM	0	2
1:13 PM	0	2
1:14 PM	0	1
1:15 PM	0	1
1:16 PM	1	1
1:17 PM	0	1
1:18 PM	0	1
1:19 PM	0	1
1:20 PM	0	1
1:21 PM	0	1
1:22 PM	0	1
1:23 PM	0	0
1:24 PM	0	0
1:25 PM	1	0
1:26 PM	1	0
1:27 PM	1	1
1:28 PM	0	1
1:29 PM	0	1

	Maximum Number of Vehicles Waiting	
Time	Starting at the Menu Board	Cashier/Pickup Window
1:30 PM	0	1
1:31 PM	1	1
1:32 PM	1	2
1:33 PM	0	2
1:34 PM	0	1
1:35 PM	0	1
1:36 PM	1	0
1:37 PM	1	0
1:38 PM	1	1
1:39 PM	1	2
1:40 PM	0	2
1:41 PM	0	2
1:42 PM	0	2
1:43 PM	1	1
1:44 PM	1	1
1:45 PM	1	2
1:46 PM	0	2
1:47 PM	2	2
1:48 PM	2	4
1:49 PM	0	4
1:50 PM	0	4
1:51 PM	0	3
1:52 PM	0	3
1:53 PM	0	3
1:54 PM	0	2
1:55 PM	1	2
1:56 PM	1	1
1:57 PM	0	1
1:58 PM	0	1
1:59 PM	1	2

DUNKIN' DONUTS QUEUE LENGTH COUNTS FROM THE MENU (ORDERING BOARD)
 2/23/2021 Dunkin Donuts 2/24/2021 Miami Grill

	Starting at the Menu Board	Starting at the Menu Board
1	7:14 AM 7	11:11 AM 2
2	7:15 AM 7	11:12 AM 2
3	7:30 AM 7	11:28 AM 2
4	7:34 AM 7	12:18 PM 2
5	7:35 AM 7	12:19 PM 2
6	8:01 AM 7	12:37 PM 2
7	8:10 AM 7	12:44 PM 2
8	8:20 AM 7	12:45 PM 2
9	8:27 AM 7	1:47 PM 2
10	8:28 AM 7	1:48 PM 2
11	8:29 AM 7	11:03 AM 1
12	7:05 AM 6	11:04 AM 1
13	7:06 AM 6	11:10 AM 1
14	7:13 AM 6	11:13 AM 1
15	7:16 AM 6	11:17 AM 1
16	7:26 AM 6	11:27 AM 1
17	7:27 AM 6	11:29 AM 1
18	7:28 AM 6	11:36 AM 1
19	7:29 AM 6	11:37 AM 1
20	7:31 AM 6	11:42 AM 1
21	7:37 AM 6	11:43 AM 1
22	7:49 AM 6	11:44 AM 1
23	7:50 AM 6	11:45 AM 1
24	7:59 AM 6	11:46 AM 1
25	8:00 AM 6	11:55 AM 1
26	8:07 AM 6	11:56 AM 1
27	8:08 AM 6	12:16 PM 1
28	8:09 AM 6	12:17 PM 1
29	8:11 AM 6	12:20 PM 1
30	8:12 AM 6	12:21 PM 1
31	8:21 AM 6	12:24 PM 1
32	8:22 AM 6	12:25 PM 1
33	8:30 AM 6	12:27 PM 1
34	8:31 AM 6	12:28 PM 1
35	8:32 AM 6	12:29 PM 1
36	8:36 AM 6	12:38 PM 1
37	8:50 AM 6	12:39 PM 1
38	9:45 AM 6	12:46 PM 1
39	9:46 AM 6	12:58 PM 1
40	7:02 AM 5	12:59 PM 1
41	7:08 AM 5	1:00 PM 1
42	7:10 AM 5	1:07 PM 1
43	7:12 AM 5	1:08 PM 1
44	7:21 AM 5	1:09 PM 1
45	7:22 AM 5	1:16 PM 1
46	7:33 AM 5	1:25 PM 1
47	7:36 AM 5	1:26 PM 1
48	7:38 AM 5	1:27 PM 1
49	7:48 AM 5	1:31 PM 1
50	7:51 AM 5	1:32 PM 1
51	7:56 AM 5	1:36 PM 1
52	7:57 AM 5	1:37 PM 1
53	7:58 AM 5	1:38 PM 1
54	8:02 AM 5	1:39 PM 1
55	8:13 AM 5	1:43 PM 1
56	8:19 AM 5	1:44 PM 1
57	8:23 AM 5	1:45 PM 1
58	8:25 AM 5	1:55 PM 1
59	8:26 AM 5	1:56 PM 1
60	8:33 AM 5	1:59 PM 1
61	8:40 AM 5	11:00 AM 0
62	8:41 AM 5	11:01 AM 0
63	8:42 AM 5	11:02 AM 0
64	8:51 AM 5	11:05 AM 0
65	9:04 AM 5	11:06 AM 0
66	9:10 AM 5	11:07 AM 0
67	9:11 AM 5	11:08 AM 0
68	9:29 AM 5	11:09 AM 0
69	9:30 AM 5	11:14 AM 0
70	9:47 AM 5	11:15 AM 0
71	7:03 AM 4	11:16 AM 0
72	7:04 AM 4	11:18 AM 0
73	7:07 AM 4	11:19 AM 0
74	7:17 AM 4	11:20 AM 0
75	7:19 AM 4	11:21 AM 0
76	7:20 AM 4	11:22 AM 0
77	7:23 AM 4	11:23 AM 0
78	7:24 AM 4	11:24 AM 0
79	7:25 AM 4	11:25 AM 0
80	7:32 AM 4	11:26 AM 0
81	7:39 AM 4	11:30 AM 0
82	7:47 AM 4	11:31 AM 0
83	8:03 AM 4	11:32 AM 0
84	8:04 AM 4	11:33 AM 0
85	8:06 AM 4	11:34 AM 0
86	8:14 AM 4	11:35 AM 0
87	8:16 AM 4	11:38 AM 0
88	8:17 AM 4	11:39 AM 0
89	8:18 AM 4	11:40 AM 0
90	8:24 AM 4	11:41 AM 0
91	8:34 AM 4	11:47 AM 0
92	8:35 AM 4	11:48 AM 0
93	8:37 AM 4	11:49 AM 0
94	8:38 AM 4	11:50 AM 0
95	8:39 AM 4	11:51 AM 0
96	8:43 AM 4	11:52 AM 0
97	8:48 AM 4	11:53 AM 0
98	8:52 AM 4	11:54 AM 0
99	8:54 AM 4	11:57 AM 0
100	8:59 AM 4	11:58 AM 0
101	9:00 AM 4	11:59 AM 0
102	9:01 AM 4	12:00 PM 0
103	9:02 AM 4	12:01 PM 0
104	9:03 AM 4	12:02 PM 0
105	9:05 AM 4	12:03 PM 0
106	9:06 AM 4	12:04 PM 0
107	9:07 AM 4	12:05 PM 0
108	9:31 AM 4	12:06 PM 0
109	9:48 AM 4	12:07 PM 0
110	10:05 AM 4	12:08 PM 0
111	10:08 AM 4	12:09 PM 0
112	10:09 AM 4	12:10 PM 0

2/23/2021 Dunkin Donuts

2/24/2021 Miami Grill

Starting at the

Starting at the

Menu Board

Menu Board

113	10:12 AM	4
114	10:14 AM	4
115	11:16 AM	4
116	11:19 AM	4
117	7:01 AM	3
118	7:09 AM	3
119	7:11 AM	3
120	7:18 AM	3
121	7:40 AM	3
122	7:43 AM	3
123	7:46 AM	3
124	7:52 AM	3
125	8:47 AM	3
126	8:49 AM	3
127	8:53 AM	3
128	8:57 AM	3
129	8:58 AM	3
130	9:12 AM	3
131	9:22 AM	3
132	9:23 AM	3
133	9:32 AM	3
134	9:37 AM	3
135	9:38 AM	3
136	9:49 AM	3
137	9:50 AM	3
138	9:59 AM	3
139	10:00 AM	3
140	10:04 AM	3
141	10:06 AM	3
142	10:07 AM	3
143	10:10 AM	3
144	10:11 AM	3
145	10:15 AM	3
146	10:21 AM	3
147	10:26 AM	3
148	10:51 AM	3
149	10:53 AM	3
150	10:54 AM	3
151	11:15 AM	3
152	11:17 AM	3
153	11:18 AM	3
154	11:20 AM	3
155	1:19 PM	3
156	7:00 AM	2
157	7:41 AM	2
158	7:42 AM	2
159	7:44 AM	2
160	7:53 AM	2
161	7:54 AM	2
162	7:55 AM	2
163	8:05 AM	2
164	8:15 AM	2
165	8:44 AM	2
166	8:55 AM	2
167	8:56 AM	2
168	9:08 AM	2
169	9:13 AM	2
170	9:14 AM	2
171	9:16 AM	2
172	9:19 AM	2
173	9:20 AM	2
174	9:21 AM	2
175	9:24 AM	2
176	9:33 AM	2
177	9:34 AM	2
178	9:41 AM	2
179	9:42 AM	2
180	9:43 AM	2
181	9:51 AM	2
182	10:01 AM	2
183	10:02 AM	2
184	10:13 AM	2
185	10:16 AM	2
186	10:17 AM	2
187	10:22 AM	2
188	10:23 AM	2
189	10:24 AM	2
190	10:25 AM	2
191	10:27 AM	2
192	10:52 AM	2
193	10:55 AM	2
194	10:56 AM	2
195	11:04 AM	2
196	11:21 AM	2
197	11:22 AM	2
198	11:37 AM	2
199	11:38 AM	2
200	11:39 AM	2
201	11:47 AM	2
202	11:48 AM	2
203	11:49 AM	2
204	12:49 PM	2
205	1:04 PM	2
206	1:09 PM	2
207	1:10 PM	2
208	1:16 PM	2
209	1:17 PM	2
210	1:18 PM	2
211	1:20 PM	2
212	1:21 PM	2
213	7:45 AM	1
214	8:45 AM	1
215	9:09 AM	1
216	9:15 AM	1
217	9:17 AM	1
218	9:25 AM	1
219	9:26 AM	1
220	9:27 AM	1
221	9:28 AM	1
222	9:35 AM	1
223	9:36 AM	1
224	9:39 AM	1
225	9:40 AM	1

12:11 PM	0
12:12 PM	0
12:13 PM	0
12:14 PM	0
12:15 PM	0
12:22 PM	0
12:23 PM	0
12:26 PM	0
12:30 PM	0
12:31 PM	0
12:32 PM	0
12:33 PM	0
12:34 PM	0
12:35 PM	0
12:36 PM	0
12:40 PM	0
12:41 PM	0
12:42 PM	0
12:43 PM	0
12:47 PM	0
12:48 PM	0
12:49 PM	0
12:50 PM	0
12:51 PM	0
12:52 PM	0
12:53 PM	0
12:54 PM	0
12:55 PM	0
12:56 PM	0
12:57 PM	0
1:01 PM	0
1:02 PM	0
1:03 PM	0
1:04 PM	0
1:05 PM	0
1:06 PM	0
1:10 PM	0
1:11 PM	0
1:12 PM	0
1:13 PM	0
1:14 PM	0
1:15 PM	0
1:17 PM	0
1:18 PM	0
1:19 PM	0
1:20 PM	0
1:21 PM	0
1:22 PM	0
1:23 PM	0
1:24 PM	0
1:28 PM	0
1:29 PM	0
1:30 PM	0
1:33 PM	0
1:34 PM	0
1:35 PM	0
1:40 PM	0
1:41 PM	0
1:42 PM	0
1:46 PM	0
1:49 PM	0
1:50 PM	0
1:51 PM	0
1:52 PM	0
1:53 PM	0
1:54 PM	0
1:57 PM	0
1:58 PM	0

Average Maximum Back of Queue

Peak 60 mins	1.166666667
Peak Hour	0.47
Observation Period	0.39

2/23/2021 Dunkin Donuts

2/24/2021 Miami Grill

Starting at the

Starting at the

Menu Board

Menu Board

226	9:44 AM	1
227	9:55 AM	1
228	9:56 AM	1
229	9:58 AM	1
230	10:03 AM	1
231	10:18 AM	1
232	10:19 AM	1
233	10:20 AM	1
234	10:28 AM	1
235	10:29 AM	1
236	10:30 AM	1
237	10:32 AM	1
238	10:33 AM	1
239	10:35 AM	1
240	10:36 AM	1
241	10:41 AM	1
242	10:42 AM	1
243	10:44 AM	1
244	10:46 AM	1
245	10:48 AM	1
246	10:57 AM	1
247	11:00 AM	1
248	11:01 AM	1
249	11:02 AM	1
250	11:05 AM	1
251	11:06 AM	1
252	11:08 AM	1
253	11:23 AM	1
254	11:24 AM	1
255	11:25 AM	1
256	11:29 AM	1
257	11:31 AM	1
258	11:36 AM	1
259	11:40 AM	1
260	11:41 AM	1
261	11:45 AM	1
262	11:46 AM	1
263	11:50 AM	1
264	11:53 AM	1
265	12:04 PM	1
266	12:13 PM	1
267	12:14 PM	1
268	12:20 PM	1
269	12:22 PM	1
270	12:25 PM	1
271	12:26 PM	1
272	12:42 PM	1
273	12:43 PM	1
274	12:45 PM	1
275	12:50 PM	1
276	12:56 PM	1
277	1:01 PM	1
278	1:07 PM	1
279	1:08 PM	1
280	1:11 PM	1
281	1:15 PM	1
282	1:22 PM	1
283	1:23 PM	1
284	1:24 PM	1
285	1:27 PM	1
286	1:31 PM	1
287	1:35 PM	1
288	1:37 PM	1
289	1:38 PM	1
290	1:49 PM	1
291	1:51 PM	1
292	1:52 PM	1
293	1:55 PM	1
294	8:46 AM	0
295	9:18 AM	0
296	9:52 AM	0
297	9:53 AM	0
298	9:54 AM	0
299	9:57 AM	0
300	10:31 AM	0
301	10:34 AM	0
302	10:37 AM	0
303	10:38 AM	0
304	10:39 AM	0
305	10:40 AM	0
306	10:43 AM	0
307	10:45 AM	0
308	10:47 AM	0
309	10:49 AM	0
310	10:50 AM	0
311	10:58 AM	0
312	10:59 AM	0
313	11:03 AM	0
314	11:07 AM	0
315	11:09 AM	0
316	11:10 AM	0
317	11:11 AM	0
318	11:12 AM	0
319	11:13 AM	0
320	11:14 AM	0
321	11:26 AM	0
322	11:27 AM	0
323	11:28 AM	0
324	11:30 AM	0
325	11:32 AM	0
326	11:33 AM	0
327	11:34 AM	0
328	11:35 AM	0
329	11:42 AM	0
330	11:43 AM	0
331	11:44 AM	0
332	11:51 AM	0
333	11:52 AM	0
334	11:54 AM	0
335	11:55 AM	0
336	11:56 AM	0
337	11:57 AM	0
338	11:58 AM	0

2/23/2021 Dunkin Donuts

2/24/2021 Miami Grill

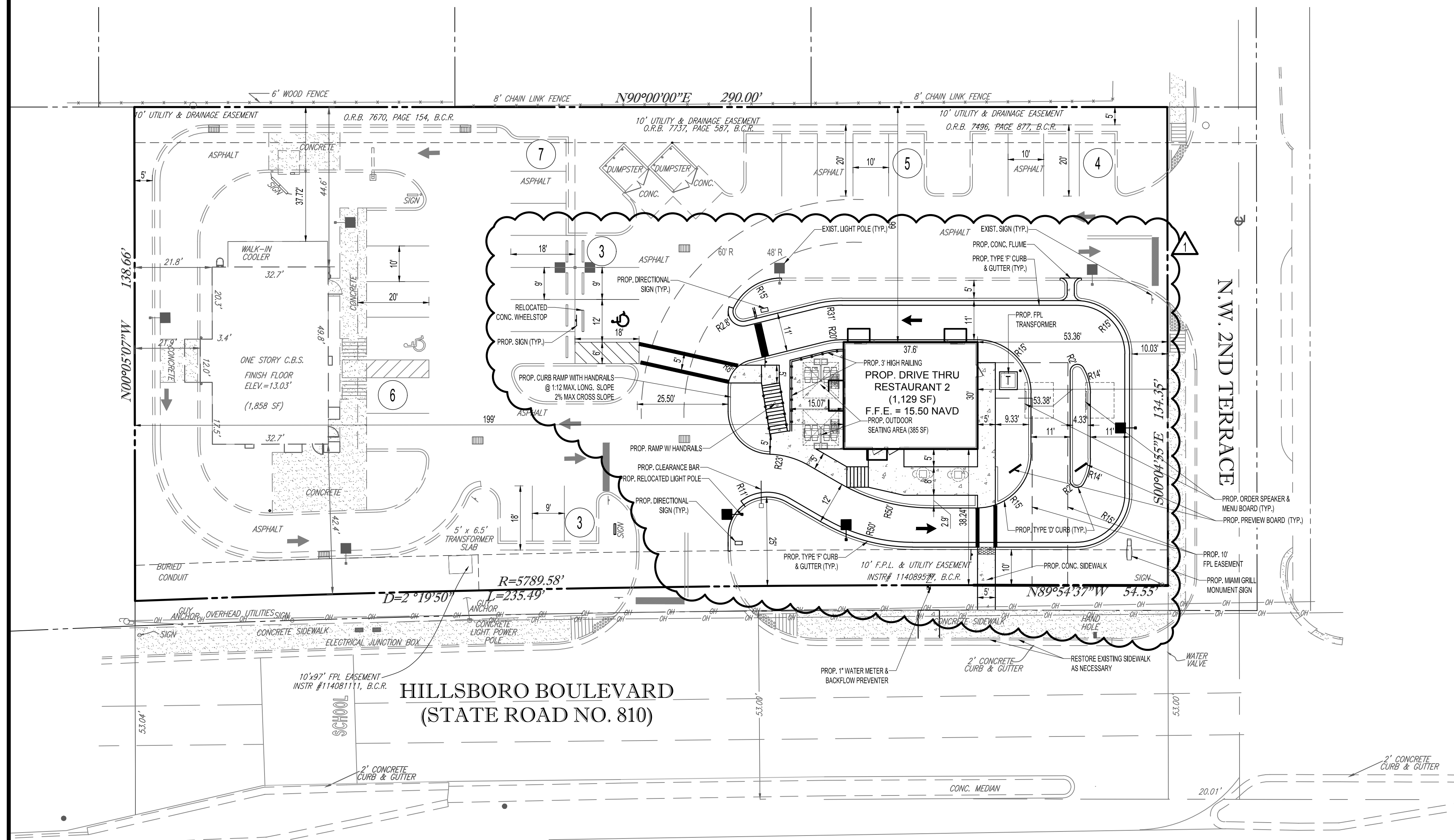
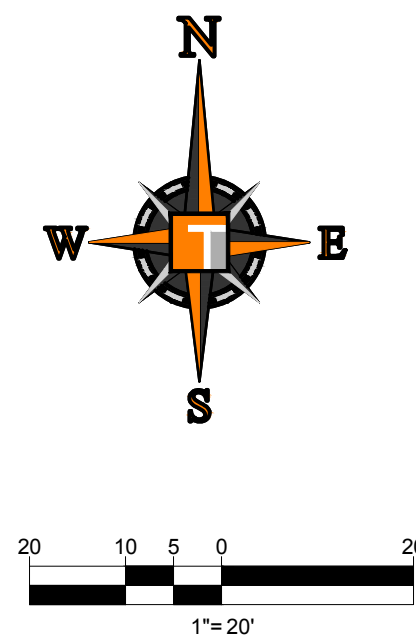
Starting at the
Menu Board

Starting at the
Menu Board

339	11:59 AM	0
340	12:00 PM	0
341	12:01 PM	0
342	12:02 PM	0
343	12:03 PM	0
344	12:05 PM	0
345	12:06 PM	0
346	12:07 PM	0
347	12:08 PM	0
348	12:09 PM	0
349	12:10 PM	0
350	12:11 PM	0
351	12:12 PM	0
352	12:15 PM	0
353	12:16 PM	0
354	12:17 PM	0
355	12:18 PM	0
356	12:19 PM	0
357	12:21 PM	0
358	12:23 PM	0
359	12:24 PM	0
360	12:27 PM	0
361	12:28 PM	0
362	12:29 PM	0
363	12:30 PM	0
364	12:31 PM	0
365	12:32 PM	0
366	12:33 PM	0
367	12:34 PM	0
368	12:35 PM	0
369	12:36 PM	0
370	12:37 PM	0
371	12:38 PM	0
372	12:39 PM	0
373	12:40 PM	0
374	12:41 PM	0
375	12:44 PM	0
376	12:46 PM	0
377	12:47 PM	0
378	12:48 PM	0
379	12:51 PM	0
380	12:52 PM	0
381	12:53 PM	0
382	12:54 PM	0
383	12:55 PM	0
384	12:57 PM	0
385	12:58 PM	0
386	12:59 PM	0
387	1:00 PM	0
388	1:02 PM	0
389	1:03 PM	0
390	1:05 PM	0
391	1:06 PM	0
392	1:12 PM	0
393	1:13 PM	0
394	1:14 PM	0
395	1:25 PM	0
396	1:26 PM	0
397	1:28 PM	0
398	1:29 PM	0
399	1:30 PM	0
400	1:32 PM	0
401	1:33 PM	0
402	1:34 PM	0
403	1:36 PM	0
404	1:39 PM	0
405	1:40 PM	0
406	1:41 PM	0
407	1:42 PM	0
408	1:43 PM	0
409	1:44 PM	0
410	1:45 PM	0
411	1:46 PM	0
412	1:47 PM	0
413	1:48 PM	0
414	1:50 PM	0
415	1:53 PM	0
416	1:54 PM	0
417	1:56 PM	0
418	1:57 PM	0
419	1:58 PM	0
420	1:59 PM	0

Average Maximum Back of Queue

Peak 60 mins	5.83
Peak Hour	4.77
Observation Period	2.13



SITE DATA

OWNER:	K&S HILLSBORO, LLC 550 S FEDERAL HWY DANIA BEACH, FL 33004	
TAX MAP ID#:	4842 01 08 0030 4842 01 08 0020 4842 01 08 0010	
SITE ADDRESS:	259, 263, 273 W. HILLSBORO BLVD.	
FEMA FLOOD ZONE:	ZONE 0.2 PCT ANNUAL CHANCE FLOOD HAZARD PER FLOOD PANEL 12011C0178H ZONE X PER FLOOR PANEL 12011C0109G (EFFECTIVE 8/18/2014)	
LAND USE INFORMATION:	VACANT	
CURRENT USE:	RESTAURANT/RETAIL	
PROPOSED USE:	COMMERCIAL	
FUTURE LAND USE DESIGNATION:	B-1 (BUSINESS, COMMUNITY)	
ZONING DESIGNATION:		
SITE AREA:		
TOTAL AREA	40,301. S.F.	0.9481 AC.
R/W DEDICATION:	2,030. S.F.	0.0466 AC.
NET AREA:	39,271. S.F.	0.9015 AC.

DIMENSION REGULATIONS:	REQUIRED	PROPOSED
MIN LOT AREA (S.F.)	5,000	39,271
MIN LOT WIDTH (FEET):	50	134.35
SETBACKS:		
FRONT - EAST (FEET)	10	53.36
SIDE - SOUTH (FEET)	10	38.26
SIDE - NORTH (FEET)	0	37.72
REAR - WEST (FEET)	1	21.77
MIN FLOOR AREA (S.F.)	1,000	2,867
MAX FLOOR AREA RATIO (RATIO):	1.00	0.07
MAX LOT COVERAGE (PERCENT):	50%	7%
MIN LANDSCAPE AREA (PERCENT)	15%	29.43
MAX HEIGHT (FEET):	45	21'-3"

SITE AREA:		
TOTAL SITE		39,271 SF (100%)
IMPERVIOUS		27,726 SF (70.6%)
BUILDING		2,987 SF (7.6%)
ASPHALT		21,374 SF (54.4%)
CONCRETE		3,365 SF (8.6%)
PERVIOUS		11,545 SF (29.4%)

PARKING DATA

USE	AREA	RATIO	AMOUNT
EXIST. RESTAURANT (CSA = 1,858 X .35)	650 S.F.	1 SPACE/ 50 S.F.	13 SPACES
PROP. RESTAURANT (OUTDOOR SEATING ONLY)	385 S.F.	1 SPACE/ 50 S.F.	8 SPACES
RESTAURANT (NON CSA)	2,337 S.F.	1 SPACE/ 400 S.F.	6 SPACES
TOTAL SPACES			27 SPACES

PROVIDED:	TYPE	AMOUNT	PERCENT
	STANDARD SPACES (MIN. 10' X 20') (INC. 1 ADA)	15	53.6%
	COMPACT SPACES (MIN. 9' X 18') (INC. 1 ADA)	13	46.4%
	TOTAL SPACES	28	100.0%

LOADING ZONE:
LESS THAN 10,000 S.F. - NO LOADING SPACE REQUIRED

LANDSCAPE BUFFERS:

	REQUIRED	PROVIDED
FRONT - EAST:	10'	10.03'
CORNER - SOUTH:	10'	10.01'
SIDE - NORTH:	5'	5'
REAR - WEST:	5'	5'

LEGAL DESCRIPTION:

LOT 1, LESS THE EAST 25 FEET THEREOF FOR ROAD
RIGHT-OF-WAY, AND ALL OF LOT 2, AND 3 BLOCK 1,
"GROVE PARK INDUSTRIAL CENTER", ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 47
OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
LESS THE SOUTH 7' FOR ROAD RIGHT-OF-WAY.

HOMAS
ENGINEERING GROUP

CIVIL ENGINEERS • PROJECT MANAGERS • LAND PLANNING • LANDSCAPE ARCHITECTS

■ 4950 W. KENNEDY BLVD.
SUITE 606
TAMPA, FL 33609
P. 813-574-4100

■ 125 W. INDIANTOWN RD.
SUITE 206
JUPITER, FL 33408
P. 561-203-7505

HOMAS ENGINEERING GROUP, INC. IS AN AFFILIATE OF THE HENRY J. HARTMAN COMPANY, A NATIONAL LEADING FIRM IN THE DESIGN AND CONSTRUCTION OF AIRPORTS AND AIRPORTS. THE HENRY J. HARTMAN COMPANY IS A DIVISION OF THE HENRY J. HARTMAN GROUP, INC., A PUBLIC COMPANY LISTED ON THE NEW YORK STOCK EXCHANGE UNDER THE TICKER SYMBOL HJH.

[illegible]

PROJECT No.: F200079
DRAWN BY: JFV
CHECKED BY: KD
CAD I.D.: F200079 - SITE PLAN

PROJECT:

MIAMI GRILL

259, 263, 273
WEST HILLSBORO BLVD.

— FOR —

K & S HILLSBORO, LLC

CITY OF DEERFIELD BEACH
BROWARD COUNTY
FLORIDA



KRISTIN N. DIPIERRO
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-05



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1599

Agenda Date: 11/15/2022

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3C) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (*Departmental Business*)

Recommended Action

Commission to vote on Ordinance and set public hearing for December 6, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant, Sample Executive LLC, is seeking approval to rezone a 2.97-acre parcel with an existing four-story office building to allow for inclusion of medical offices. The site currently houses a cosmetology and English school and general offices. Medical offices are not a permitted use in the current zoning district of M3c Intense Industrial Use. Therefore, the applicant wishes to rezone the property to the B-2 Commercial District, where medical offices can be added to the tenant mix of the existing office building.

The subject property is located in an area which was annexed from Broward County, in 1999 (HB1573) and retained the Broward County zoning classification. The annexation agreement also indicated that any change in zoning classification will require approval of the majority of the governing body.

In the most recent draft of the 2021 Comprehensive Plan Update, which was approved by the City Commission 1st reading on April 19, 2022, the City added a goal that properties which retained Broward County zoning classifications, be rezoned to Deerfield Beach zoning classifications, as the separate zoning categories have caused inconsistencies that have affected the character of the City over time.

The property is proposed to be rezoned through the Industrial to Commercial flex option allowed by Broward County. The County allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment. To date, only 25.54 acres in the City have been rezoned to commercial use and there is more than adequate acreage left to allow for the subject rezoning. Of the 25.54 rezoned acres through flex, 18.69 of the acres were for the two adjacent properties to the east.

The Planning and Zoning Division is unaware of any historical significance of the property or prior

historical activities associated with the site.

On October 6, 2022, the Planning and Zoning Board voted to recommend approval of the application to the City Commission.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3c) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

WHEREAS, Sample Executive, LLC (the “Applicant”) has applied for a rezoning of the of approximately 2.97 acres of land (Application #22-R-197) located at 2001 West Sample Road from Intense Manufacturing & Industrial (M-3c) to Highway Business (B-2) (the “Rezoning”); and

WHEREAS, the Rezoning site is an approximately 2.97 acre parcel of land legally described as SUMCOT EXECUTIVE PLAZA 119-33 B PART OF PARCEL A, and located at 2001 West Sample Road (the “Property”); and

WHEREAS, the Property is located in an area that was annexed from Broward County in 1999 (House Bill 1573) and retained the Broward County zoning classification of M-3c Intense Manufacturing & Industrial; and

WHEREAS, the Property currently includes a four story office building that houses a Cosmetology and English school, and general offices; and

WHEREAS, medical offices are not a permitted use in the current M-3c zoning district, and Applicant desires to add medical offices to the tenant mix of the existing office building; and

WHEREAS, the Rezoning application is being processed with a request to be rezoned through the Industrial to Commercial flex option permitted by the Broward County Land Use Plan, which allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on October 6, 2022, as required by Florida Statutes, and recommended approval; and

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

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

WHEREAS, the City Commission has determined that the proposed Rezoning is consistent with the City of Deerfield Beach Comprehensive Plan; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Highway Business District (B-2).

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

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

Section 2. The Rezoning of the Property from Intense Manufacturing & Industrial (M-3c) to Highway Business District (B-2) is hereby approved, subject to the conditions set forth in the DRC report, dated September 2, 2022, which shall be satisfied by the Applicant.

Section 3. The Applicant’s request to use the Industrial to Commercial flex option for the Rezoning permitted by the Broward County Land Use Plan, which allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment, is hereby approved.

Section 4. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 6. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

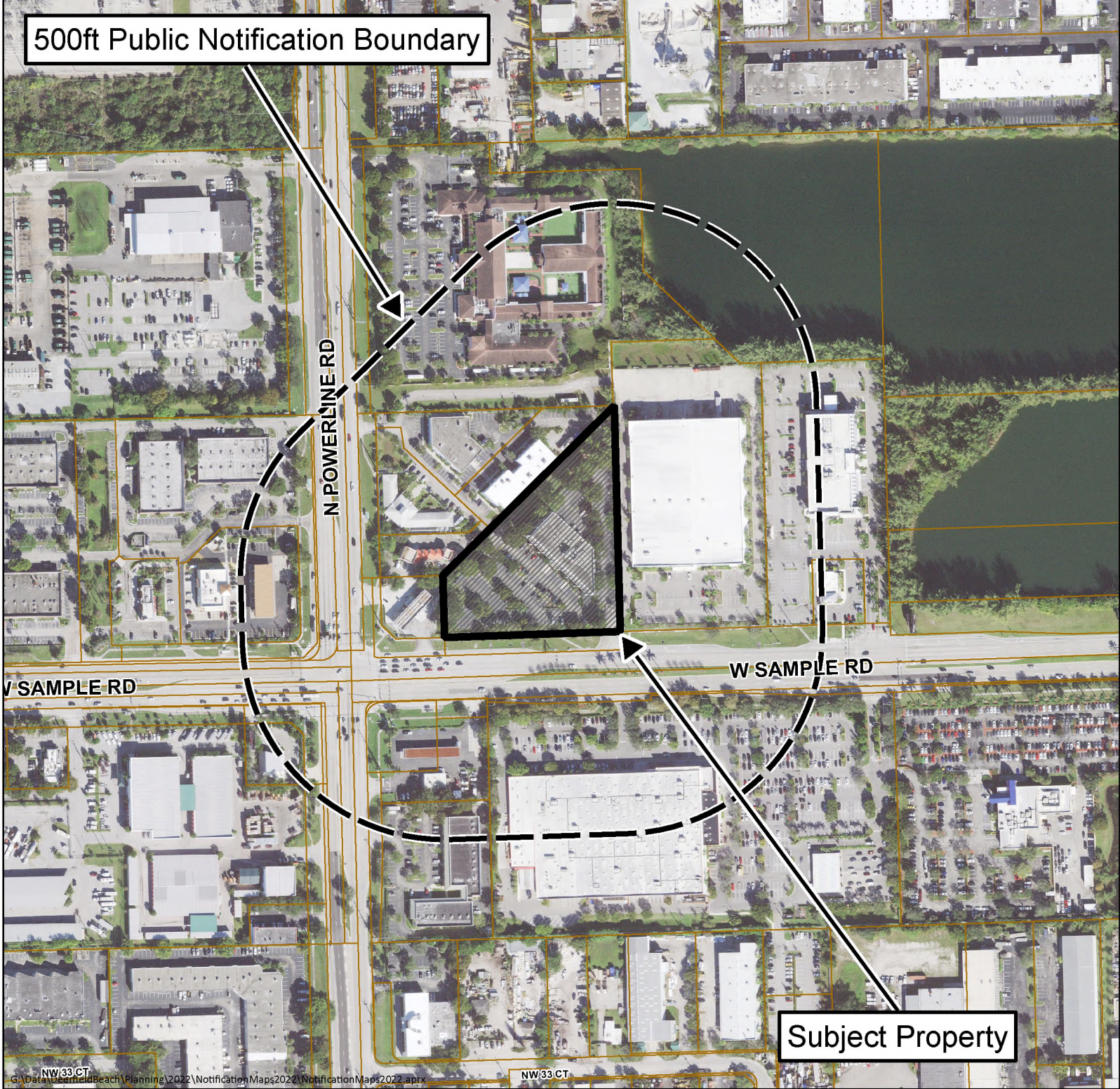
PASSED 1ST READING ON THIS ____ DAY OF _____, 2022

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

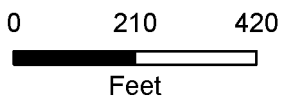


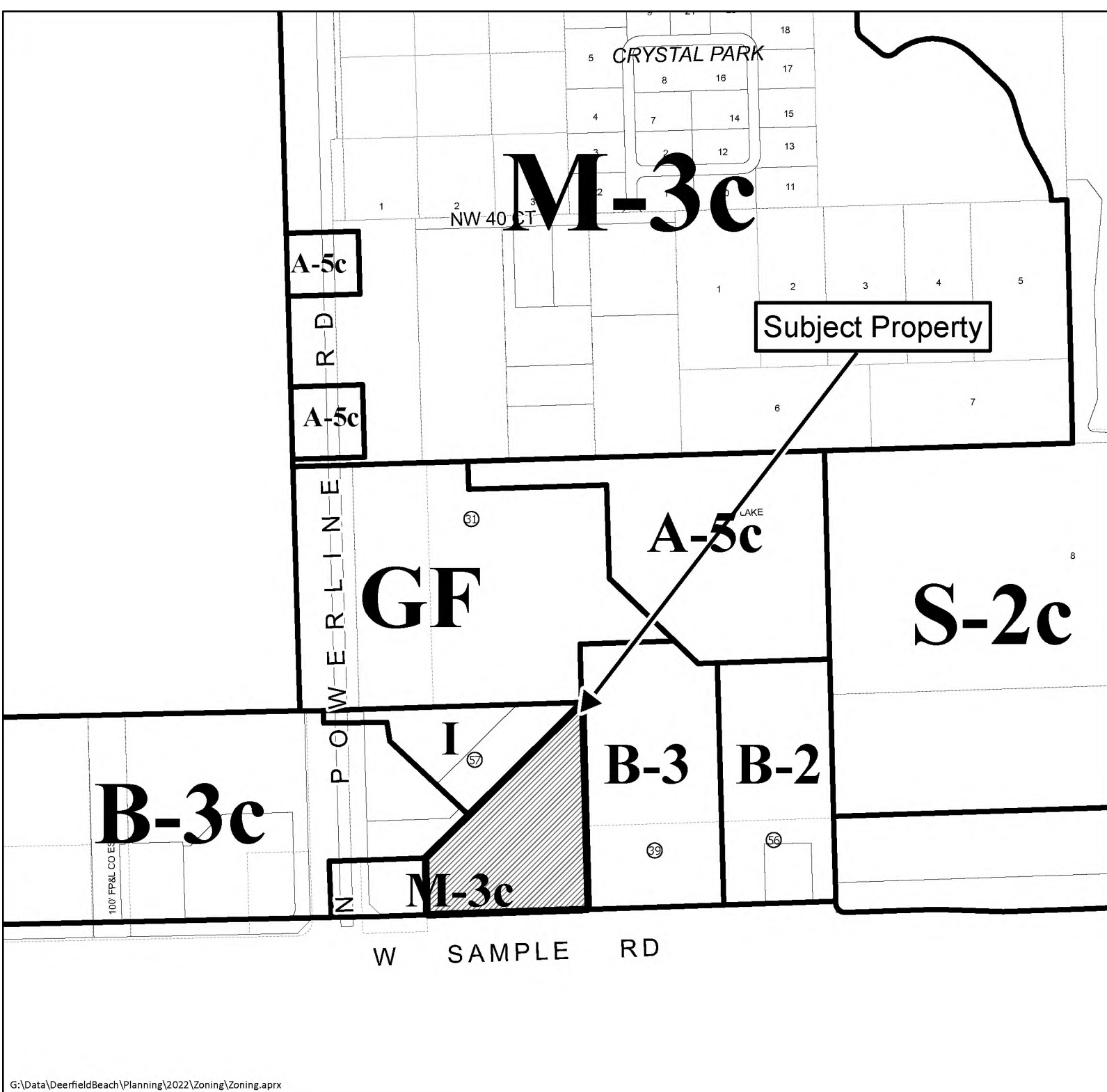
Public Hearing Notice Map

Rezoning Application No. 22-R-197

2001 West Sample Road

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





Existing Zoning Map

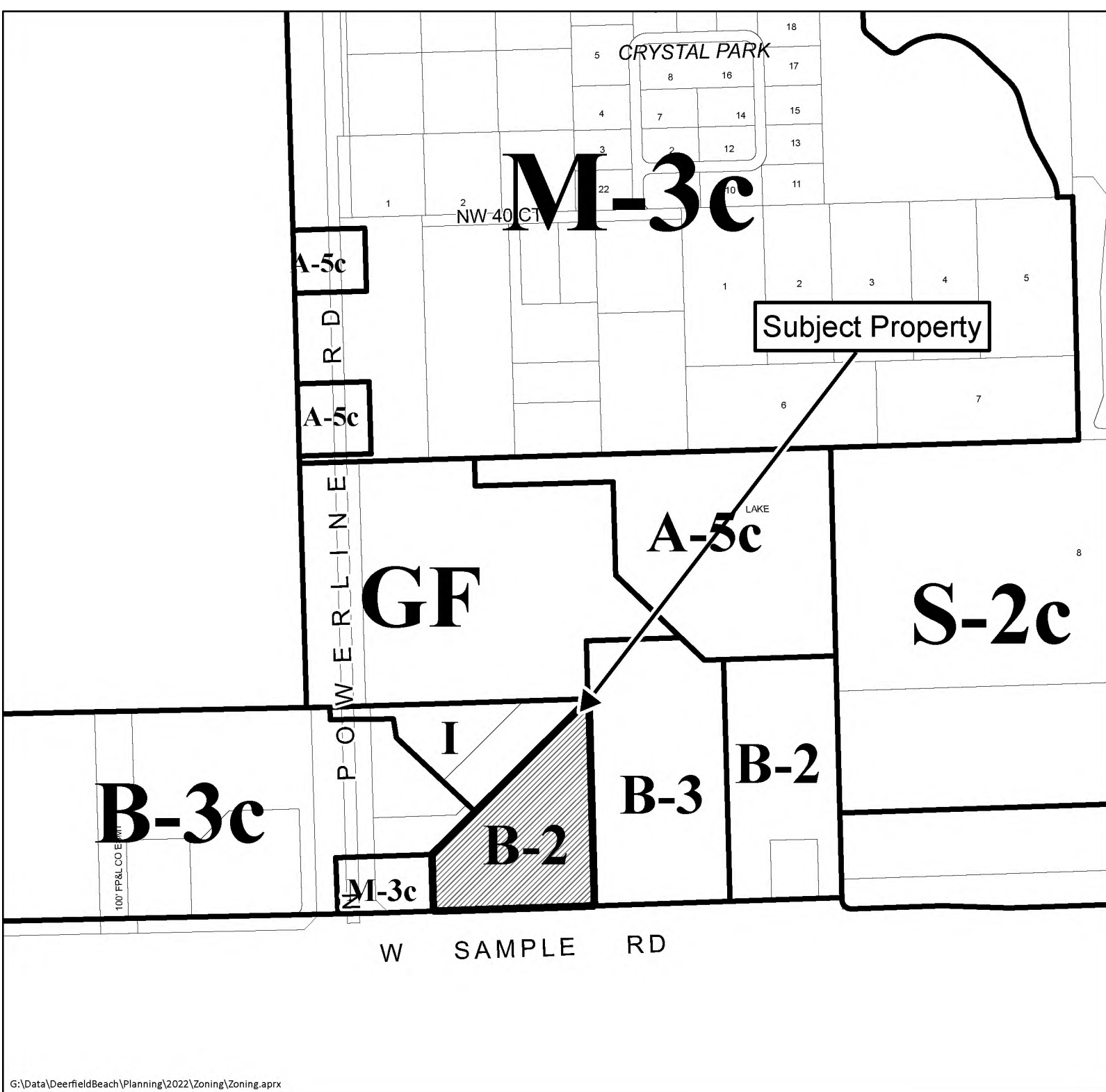
Rezoning Application No. 22-R-197

2001 West Sample Road

For additional information

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





Proposed Zoning Map

Rezoning Application No. 22-R-197

2001 West Sample Road



0 230 460
Feet

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





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	22-R-197												
Project Name:	2001 W Sample Rd.												
Applicant:	Sample Executive Center LLC												
Agent:	Robert Sherman												
Requested Action/Description:	Rezoning application seeking approval to rezone the subject parcel from M3c (Intense Manufacturing & Industrial) to B-2 (Business Highway).												
Location:	2001 W Sample Rd.												
Legal Description:	Generally described as SUMCOT EXECUTIVE PLAZA 119-33 B PART OF PARCEL A, more particularly described in the file												
Size:	2.97 acres												
Existing Zoning:	M3c (Intense Manufacturing & Industrial)												
Existing Land Use:	Industrial												
Future Land Use Plan Designation:	Industrial												
Surrounding Land Use and Zoning:													
	<table><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr><tr><td>North: Recording Studio</td><td>I, Industrial</td></tr><tr><td>East: Tile Sales</td><td>B3c-Intense Commercial Business</td></tr><tr><td>South: Costco (Pompano Beach)</td><td>B-3 General Business</td></tr><tr><td>Northwest: Self-service Car Wash</td><td>I, Industrial</td></tr><tr><td>West: Gas Station</td><td>M3c, Intense Manufacturing</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Recording Studio	I, Industrial	East: Tile Sales	B3c-Intense Commercial Business	South: Costco (Pompano Beach)	B-3 General Business	Northwest: Self-service Car Wash	I, Industrial	West: Gas Station	M3c, Intense Manufacturing
<u>Existing Land Use</u>	<u>Zoning</u>												
North: Recording Studio	I, Industrial												
East: Tile Sales	B3c-Intense Commercial Business												
South: Costco (Pompano Beach)	B-3 General Business												
Northwest: Self-service Car Wash	I, Industrial												
West: Gas Station	M3c, Intense Manufacturing												
Applicable Regulations:	Broward County Code of Ordinances & Deerfield Beach Land Development Code												
Plat Restrictions:	A self-service car wash with six (6) bays and three (3) canopies and 120,165 square feet of office use.												

Department Comments & Requirements

REQUEST: The applicant, Sample Executive Center LLC, is requesting approval to rezone the subject parcel from M3c (Intense Manufacturing & Industrial) to B-2 (Business Highway) to allow for medical office use.

BACKGROUND:

The applicant, Sample Executive Center LLC is requesting to rezone a 2.97-acre parcel with an existing four-story office building to allow for inclusion of medical offices. The site currently houses a cosmetology, and English school and general offices. Medical offices are not a permitted use in the current zoning district of M3c Intense Industrial Use. Therefore, the applicant wishes to rezone the property to the B-2 Commercial District.

The site is located in an area of the City where the property was annexed to the City from Broward County and the Broward County zoning designations were retained at the time of annexation. The annexation agreement indicates that the zoning and land use categories could not be changed without a majority of the governing body.

The property is proposed to be rezoned through the Industrial to Commercial flex option allowed by Broward County. The County allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment. Based on the recent acreage compilation for the 2021 Comprehensive Plan update, there are 981.01 acres of Industrial land in the City. The total acreage available for flex is 196.202 acres. To date, only 25.54 acres in the City have been rezoned to commercial use. The proposed development is 2.97 acres, so if the development is approved, there would still be 167.692 additional acres to flex to commercial use from Industrial.

The proposed rezoning is also consistent with the City's goal to rezone the County-zoned property to the appropriate Deerfield Beach zoning classifications.

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

COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, and Engineering). Staff comments have been addressed and staff DRC comments are attached to this report.

Planning & Zoning

PLANNING CONSIDERATIONS:

The criteria below are required to be sufficiently met for a change of zoning:

1. That the petition for a change of zoning will not result in spot zoning or contract zoning.

The property is currently zoned M3c Intense Manufacturing. This site and the gas station site due west of the site, are the only parcels with the Intense Manufacturing zoning designation along the Sample Road corridor, within this area of the City. The remaining uses have business zoning classifications. The other side of Sample Road is Pompano Beach and the properties along that area of Sample Road also

have business zoning classifications. Therefore, the proposed zoning change will not result in spot zoning, but will actually be more consistent with the zoning classifications within the surrounding area.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan.

The first goal in the City of Deerfield Beach Comprehensive Plan is to ensure that development and redevelopment occurring within the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses. Included within this goal is the objective of developing and implementing land use programs which encourage the elimination or reduction of existing land uses that are inconsistent with the community's character and adopted future land use, and a policy that the Land Development Code prohibit the mixing of incompatible land uses. The applicant has presented that the proposed rezoning is consistent with this goal, objective and policy, indicating that a B-2 zoning classification for the existing office building, is more consistent with the community's character than an intense manufacturing zoning classification, and more consistent with the surrounding development.

The City also added a policy to the 2021 Comprehensive Plan which was approved first read by the City Commission on 4/19/2022. FLU 1.26 states that, "The City shall implement a plan to provide for changing future land uses and zoning from Broward County categories to City categories. The rezoning of this property would be consistent with this policy.

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

As indicated in the application, this property inherited the M3c, Intense Manufacturing zoning classification when the property was annexed from Broward County in 1999 (HB1573). Since that time, both properties to the east have been rezoned to commercial zoning classifications; 1801 W Sample Rd. to B-2 in 2015 (2015/015) and 1901 W Sample Rd. to B-3 in 2008 (2008/001). A WaWa and Wendy's was approved in 2016 (2016/076) west of the site, thus creating a commercial corridor where the Intense Manufacturing district is not the consistent land use.

Further, the present Broward County zoning classification is a result of a decision to maintain the county zoning, when the property was annexed to the City. Since that time, there has been a marked increase in development and redevelopment and the separate zoning regulations between the Deerfield Beach Land Development Code and Broward County Code of Ordinances have created development inconsistencies that have affected the character of the City. This has resulted in the City adopting a policy to rezone County-zoned properties to the most appropriate City zoning designation. The proposed rezoning of this site is consistent with that policy.

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

The proposed rezoning will not adversely affect residential living in the neighboring area, as there are no residences within 500 feet of the site.

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

The site is presently developed with a four-story office building, and within 500 feet, the site is surrounded by three (3) gas stations, a car wash, a tile store, a recording studio, a government detention facility, the humane society animal shelter, offices, a bank, and a Costco. Other than the government detention facility, which has a Government Facilities zoning classification, the only Industrial uses within 500 feet are the recording studio and animal shelter, neither of which are intense manufacturing use, and zoned Industrial, not M3c. Therefore, the proposed rezoning to B-2 Business, Highway is compatible with the neighboring development, as the majority of existing uses are business, highway uses.

SUMMARY:

Staff's review of application 22-R-197 has found that the proposed rezoning is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed property as developed, is consistent with the B-2 Business, Highway zoning district, per the Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	2001 W. Sample Rd Rezoning	Application No.:	22-R-197
Reviewer Name:	Bonnie Jacobson	Project Address:	2001 W. Sample Rd
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	9/12/2022		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	The new Project coordinator, Bonnie Jacobson, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1a.	Comment acknowledged.
2.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
2a.	Comment acknowledged.
3.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
3a.	Comment acknowledged, per provision of fees to the applicant.
4.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
4a.	Comment acknowledged.
5.	The description of project on the development plan application indicates B-3 zoning district whereas B-2 is proposed in the application responses and plans. Confirm the zoning district being requested and revise application accordingly.

Development Plan Application Comments

5a.	Comment addressed.
6.	Responses were not written within the application form, Attachment E. Response to the rezoning criteria shall be within the application form. Be advised, if response require more space, you may attach additional sheet for rest of response.
6a.	Comment addressed
7.	Digital copy of applicant package was not submitted. Include a CD-ROM of the application set containing all documents per Attachment E checklist. Further, scanned documents which were forwarded to staff were out of order, illegible, and not clearly identified.
7a.	Comment addressed.
8.	Per Section 98-13(b)(6), Provide original signed and notarized agent / applicant consent from all property owners for applicant / agent to represent the project on the owner's behalf. Letter of agent authorization was not provided with the application.
8a.	Comment addressed.
9.	Property has a Future Land Use designation of "Industrial", which does not permit medical uses. Provide explanation of applicant's method of achieving compliance with table of Future Land Use. This must be included in a project narrative as well as Section A and Section B2 of Attachment E.
9a.	Comment addressed.
	New Comment 8/9/22
10.	Flex information appears inconsistent in terms of total acres and 20% flex. Correct information and amend project narrative. It appeared from consultant's comments there are 4.47 acres of commercial flex remaining of a total of 99 acres. Map from Broward County indicates that flex acres are 84 acres. It is unclear if this is total acres available for commercial development or if it is 20% of that number.
10a.	Comment addressed.

B. ATTACHMENT E:

1.	Site Area (gross Acres) is listed on page 2 of 5 as 3.53 acres, while data does not indicate. Confirm the calculation provided in application is accurate and reflective of data from corrected survey.
1a.	Comment addressed.
2.	Provide each response to the criteria in the application form. If additional pages are required to answer the response sheets, you may add pages to include the remaining portions of the responses. Exhibits may be attached, provided they are referenced in the application responses.
2a.	Comment addressed.

C. COVER PAGE:

1.	Revise table of contents to reflect the correct title for each sheet. The survey was provided after the site plan. Revise order of sheets to be consistent with table of contents.
1a.	Comment not applicable. Site plan and landscape plan not relevant to this

Development Plan Application Comments

	application. Per Attachment E, only survey is required.
2.	Per Section 98-13(8)(a)(5) Provide contact information of the applicant, property owner, and architect/engineer of record. The property owner shall be provided on the cover sheet.
2a.	Comment addressed.
	New Comment 8/9/22
3.	Provide same cover page as first submittal with only the survey under the Table of Contents.
3a.	Comment addressed.

D.

SITE PLAN:	
1.	Site plan does not clearly demonstrate existing and required property development requirements. Include minimum lot width and total lot area within site data table. Clarify the section and parking calculation used for each use within the chart.
1a.	Comment not applicable. Site plan and landscape plan not relevant to this application. Per Attachment E, only survey is required.
2.	Per Section 98-13(8)(c)(2), Provide the dimensions of the parking spaces and ADA spaces.
2a.	Comment not applicable. Site plan and landscape plan not relevant to this application. Per Attachment E, only survey is required.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	2001 W Sample Rd Rezoning	Application No.:	22-R-197
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	04/04/22		
Submittal No.:	1		

A.

REZONING:

1.	No Rezoning related comments.
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DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: 2001 W SAMPLE RD

Property Owner: Sample Executive Center LLC

Applicant (if different from Owner): NA

Agent (if different from Owner/Applicant): Robert Sherman

Address of Property: 2001 W. Sample Road, Deerfield Beach, FL 33064

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

SUMCOT EXECUTIVE PLAZA 119-33 B

Description of Project: Rezone from M-3c to B2 to be consistent with the City's current zoning codes and adjacent properties.

New Development (Y/N):	<u>No</u>	Modification to Existing Development (Y/N):	<u>Yes</u>
Zoning District:	<u>M-3c</u>	Future Land Use Category:	<u>Industrial</u>
Existing Use:	<u>Office</u>	Proposed Use:	<u>Office and Medical Offices</u>
Lot Area (acres):	<u>2.97 acres</u>	Number of Dwelling Units (proposed):	_____
Sq. Ft. of Structure (existing):	_____	Sq. Ft. of Structure (proposed):	_____

Agent Signature: _____

Owner Signature: _____

Name Printed: Robert Sherman

Name Printed: Robert C. Coppola

Address: 1100 S. PENINSULA HWY, #202

Address: 190 N. Compass Dr Ft. Lauderdale, FL

Telephone: (305) 566-7777

Telephone: 954-695-7479

Email: ROBERT@MBADVELOPMENTGROUP.COM

Email: BC190@AOL.COM

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SPECIFIC STATEMENT IN RESPONSE TO EACH OF THE REQUIREMENTS ON THE FOLLOWING PAGES

A. PROPOSED REZONING

Current Zoning District(s): M-3c Proposed Zoning District(s): B-2

Site Area (Gross Acres): 2.97 acres

Is this request in connection to a Development Plan Application? ☒ Yes ☐ No

Reason for the requested rezoning: Sample Executive Center, LLC is seeking a rezoning of its property located at 2001 West Sample Road, Deerfield Beach. The 2.97-acre site is located on the north side of West Sample Road and east of North Powerline Road. The current zoning designation for the subject property is M-3c. The subject property inherited the designation, which originated from Broward County's dated zoning code, prior to its annexation into into the City of Deerfield Beach (the City). According to the Broward County Code of Ordinances (Chapter 39, Sec. 39-305), the M-3 zoning district is intended for intense manufacturing and industrial uses. This allows for heavy manufacturing and can involve the use, handling, and storage of hazardous materials. Outdoor storage of hazardous materials is also permitted under the code as currently applied. The existing 4-story office building, totaling 55,000 square feet of primarily professional and medical offices, is neither consistent nor safely compatible with the allowable M-3c zoning district uses.

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

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

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning:
The properties to the east and south are zoned B-3 general business while the adjacent western parcel
parcel is zoned B-3c. The adjacent property to the north is zoned I (industrial) but is the sole property in the
vicinity with that designation. The requested change to zone B-2 will thereby be compatible with a
majority of the surrounding parcels and not at odds with the property uses in the wider area.
2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive
Plan:
The proposed rezoning to B-2 is consistent with and accommodates the future land use designation of the
property and specifically promotes the Goal, Objective, and Policy of the City's Comprehensive Plan.
GOAL FLU 1.0: Ensure that development and redevelopment occurring in the City achieves and maintains a
functional mix of residential, commercial, industrial and recreational land uses. Response: • The existing use for the
subject property is consistent with the surrounding uses and the rezone will maintain the functional mix of allowable commercial uses.
Objective FLU 1.2: Develop and implement land use programs to encourage the elimination or reduction of existing uses
inconsistent with the community's character and adopted future land uses. Response: • The existing M-3c designation,
allowing for heavy industrial uses and outdoor chemical storage, is inconsistent with the community's character of highway
businesses which is promoted by the City as comprising a mixture of gas stations, offices, and shopping centers.
Policy FLU 1.2.2: The City's Land Development Code shall prohibit the mixing of incompatible land uses. Responses:
• The requested rezone of the subject property will be compatible with the B-2 allowable uses and the uses
of adjacent properties.

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

M-3c is a dated Broward County zoning designation which has not changed since the property was annexed.

Therefore, it has simply become incompatible with the City's current zoning codes. The proposed amendment to the map will accurately reflect the subject property uses and bring it into agreement with the B-2 zoning designation.

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

There are no residential uses or development within 500 feet of the subject property.

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

: The adjacent and neighboring uses within 500 feet of the subject property are compatible with the existing 4-story office building. To the south is a Costco Shopping Center and the adjacent eastern property is also an office building. The parcels to the west and north consist of a gas station, the Florida Humane Society, and additional offices.



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

NONE

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

NONE

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

NONE

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
 5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
 6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Robert Coppola, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Robert Coppola
Signature

JAN 24, 2022
Date

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

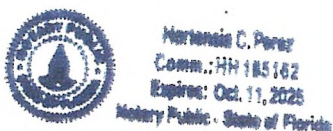
notarization, this 25 day of JANUARY, 2022 by

ROBERT COPPOLA (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 10/11/2025

Commission No.: HH185162



(Signature of Notary Public - State of Florida)

HORTENSIA C. PEREZ
(Print, Type, or Stamp Commissioned Name of Notary Public)



DEVELOPMENT PERMIT APPLICATION DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

NONE

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

NONE

PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com



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

N/A

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

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

I, Robert Sherman, have received a copy of the ordinance and understand the ordinance requirements.
Applicant

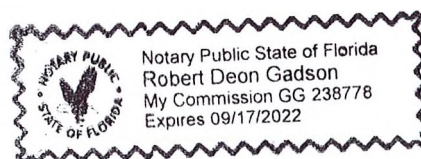
[Signature]
Signature

8/7/22
Date

Sworn to and subscribed before me this 8 day of August, 20 22.

By: Robert Sherman Produced as ID: FLDL

[Signature]
Notary Public, State of Florida



PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com



2001 West Sample Road

Project Narrative

Site address: 2001 West Sample Road, Deerfield Beach, FL 33064

Rezoning:

2001 West Sample Road (the site) is currently an office building, but the defined future land use is Industrial. The site's current zoning of M-3c is a dated Broward County zoning designation which has not changed since the property was annexed into the City of Deerfield Beach. Medical office use is not allowed for properties defined as Industrial and, therefore, the current land use designation is not compatible with the City's current zoning codes. The proposed rezoning will reflect the site's existing 55,000 square feet of office use and bring it into agreement with the B-2 zoning designation (i.e., the correct Highway Business zoning district), which allows for medical office use in the existing office building.

Land Use:

The existing building on site is operated for office use. However, the City's above-mentioned future land use is designated Industrial while the County's land use is designated as Commerce. The existing Industrial land use does allow for offices, but it specifically excludes medical office use. Per Broward County's BrowardNext, however, medical office use is permitted in the Commerce districts. The applicant is requesting that the Industrial land use be correctly adjusted, or flexed, to Commercial and, as a result, correctly rezoned to the City's B-2 designation which simply allows for medical office use in the existing building.

GOAL FLU 7.0: Develop, administer and update a planning program which is consistent with the Broward County Land Use Plan and which coordinates with the comprehensive plans of Broward County, the City of Coconut Creek, the City of Pompano Beach, the City of Lighthouse Point, the Town of Hillsboro Beach, the City of Boca Raton, neighboring Palm Beach County and appropriate special districts.

Policy FLU 7.1.3: The City of Deerfield Beach shall utilize "Flexibility Zones," "Flexibility Units," and "Reserve Units" in accordance with the definitions, rules, and procedures established in the "Broward County Land Use Plan Administrative Rules Document."

Broward County's Administrative Rules allow the land designated "Commerce" on the Broward County Land Use Plan to provide flexibility for up to twenty percent (20%) of the municipality's future industrial designation land use to be "flexed" to commercial use.

The City of Deerfield Beach Unified Flexibility Zone has 981.0 acres of Industrial Land Use area. The 20% allowable flex area is 196.2 acres. As of today, 25.54 acres of the industrial allowable flex area have been used which leaves 170.66 acres remaining. The subject site is requesting 2.97

acres of industrial future land use be flexed to commercial land use. The city will have 167.69 acres remaining for future industrial flexibility allocation.

	Acres
Total Industrial Land Area	981.00
20% of Total Industrial for Flexibility Allocation	196.20
Total Flexibility Allocated for Other Projects	-25.54
Remaining Area for Flexibility Allocation	170.66
Project Area	-2.97
Balance Remaining in the City of Deerfield Beach	167.69



PROJECT INDEX	
SHEET	TITLE
G-001	COVER SHEET
S-100	SURVEY

REZONING

FOLIO # 4842 15 16 0010

2001 WEST SAMPLE ROAD

DEERFIELD BEACH

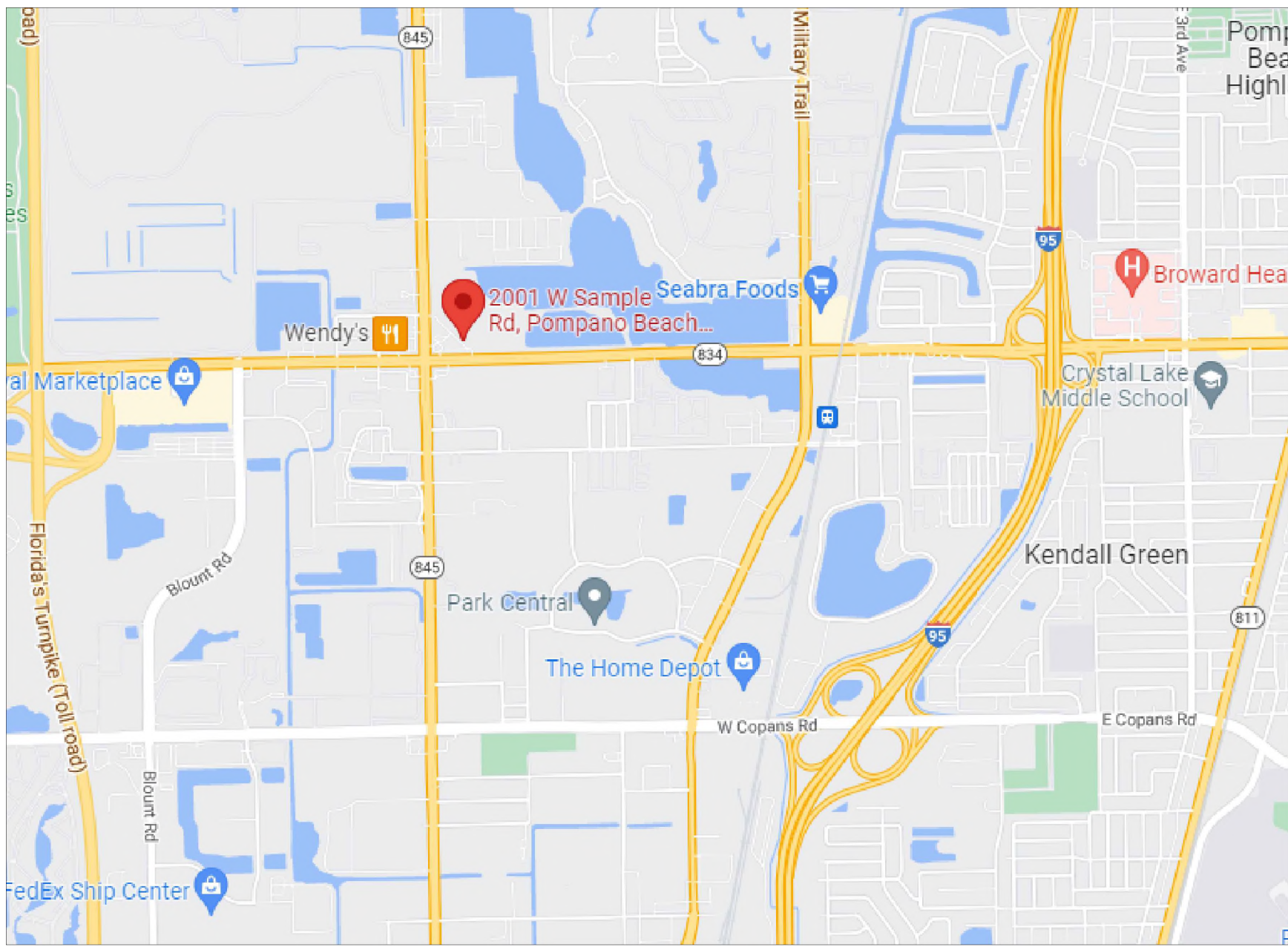
PROJECT DESCRIPTION

PROJECT SCOPE: REZONING FROM M-3c COUNTY ZONING TO A B-2 CITY OF DEERFIELD BEACH ZONING DESIGNATION

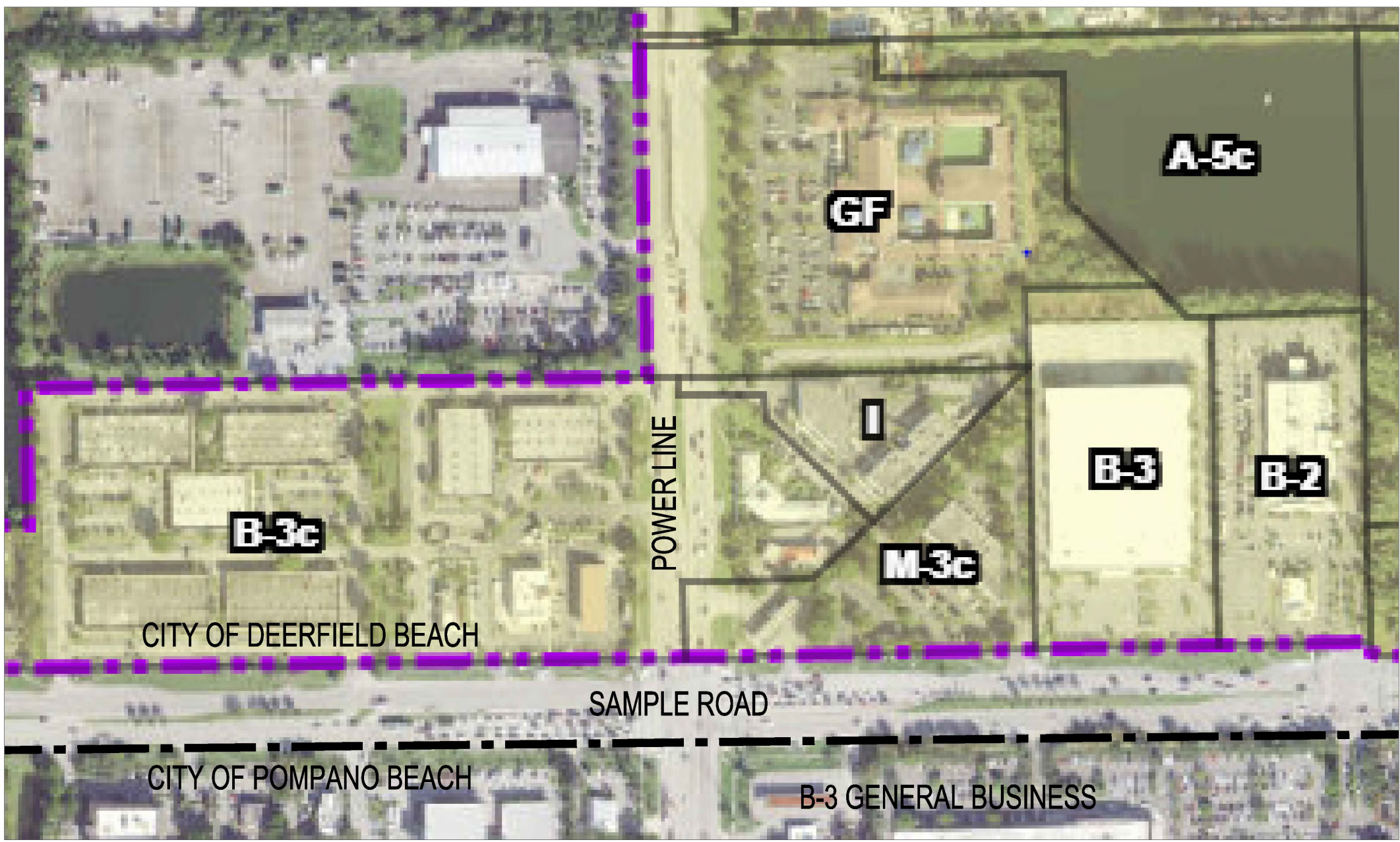
PROJECT LOCATION: THE LOT LOCATED AT 2001 WEST SAMPLE ROAD DEERFIELD BEACH FL 33064
FOLIO ID: 4842 15 16 0010

PROJECT OWNER: MBA DEVELOPMENT GROUP, INC.
1100 S. FEDERAL HIGHWAY, SUITE 22, DEERFIELD BEACH FL 33434
PH: 305.586.7787
APPLICANT CONTACT: ROBERT SHERMAN

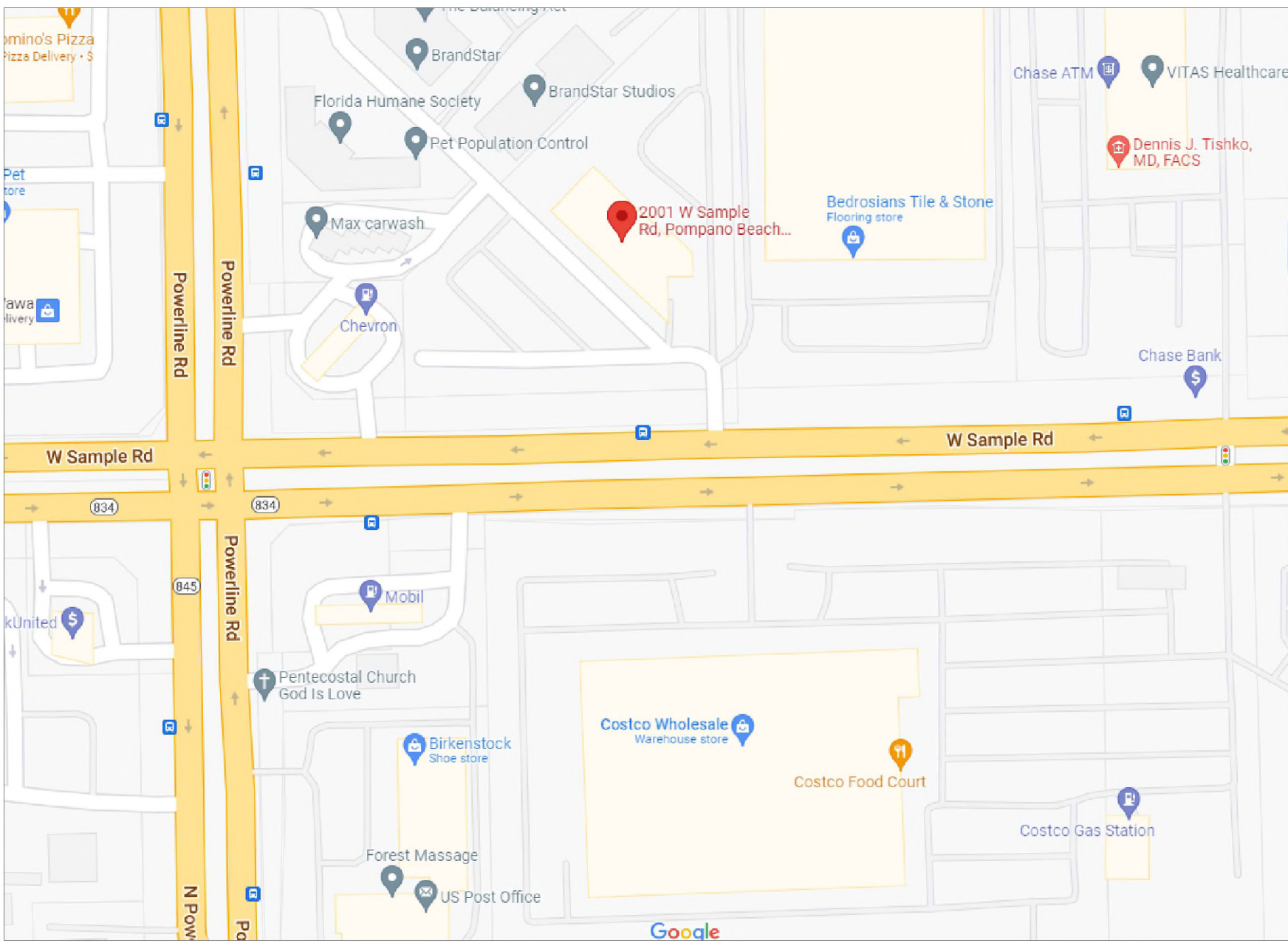
PROJECT ARCHITECT: GALLO HERBERT ARCHITECTS
1311 NEWPORT CENTER DRIVE, SUITE A, DEERFIELD BEACH FL 33442
PH: 954.794.0300



A1 LOCATION MAP
NOT TO SCALE



A3 CITY ZONING MAP
NOT TO SCALE



A5 SPECIFIC LOCATION MAP
NOT TO SCALE

GHAA

1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442

P H . 9 5 4 . 7 9 4 . 0 3 0 0 F X . 9 5 4 . 7 9 4 . 0 3 0 1

AA26001731

SEAL

WILLIAM J. GALLO

FL AR0008440

BRIAN P. HERBERT

FL AR0015474

PROJECT

REZONING

2001 WEST SAMPLE RD
DEERFIELD BEACH

OWNER:

SAMPLE EXECUTIVE
CENTER, LLC

REVISIONS		
No.	Description	Date

PROJECT STATUS

PLANNING
SUBMITTAL

DATE:

03-07-2022

PROJECT NUMBER

28-2022

DRAWN BY: AIB CHECKED BY: BPH

DRAWING TITLE

COVER SHEET

DRAWING NUMBER

G-001

ALTA/NSPS LAND TITLE SURVEY

DESCRIPTION:

PARCEL 1

A PORTION OF PARCEL "A", SUM COT EXECUTIVE PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 119, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 90°00'00" WEST, ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH RIGHT-OF-WAY LINE OF SAMPLE ROAD, FOR A DISTANCE OF 434.49 FEET; THENCE NORTH 00°15'56" EAST FOR A DISTANCE OF 153.01 FEET; THENCE NORTH 47°08'12" EAST FOR A DISTANCE OF 596.53 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°21'19" WEST, ALONG THE EAST LINE OF SAID PARCEL "A" FOR A DISTANCE OF 558.81 FEET TO THE POINT OF BEGINNING.

PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND DEVELOPMENT AGREEMENT BY AND BETWEEN NATURAL HEALTH TRENDS CORP., A FLORIDA CORPORATION, AND JUSTIN REAL ESTATE CORP., A FLORIDA CORPORATION, DATED OCTOBER 29, 1997, FILED OCTOBER 31, 1997, IN OFFICIAL RECORDS BOOK 27220, PAGE 955; FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A", SUMCOI EXECUTIVE PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 119, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°00'00" WEST ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 24.00 FEET; THENCE NORTH 89°49'27" EAST FOR A DISTANCE OF 17.26 FEET; THENCE SOUTH 44°45'09" EAST FOR A DISTANCE OF 355.52 FEET; THENCE NORTH 46°52'14" EAST FOR A DISTANCE OF 24.01 FEET; THENCE NORTH 44°45'09" WEST FOR A DISTANCE OF 366.25 FEET; THENCE SOUTH 89°49'27" WEST FOR A DISTANCE OF 27.38 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA.
CONTAINING 129,450 SQUARE FEET / 2.97 ACRES, MORE OR LESS.

EXHIBIT "B" - EXCEPTIONS

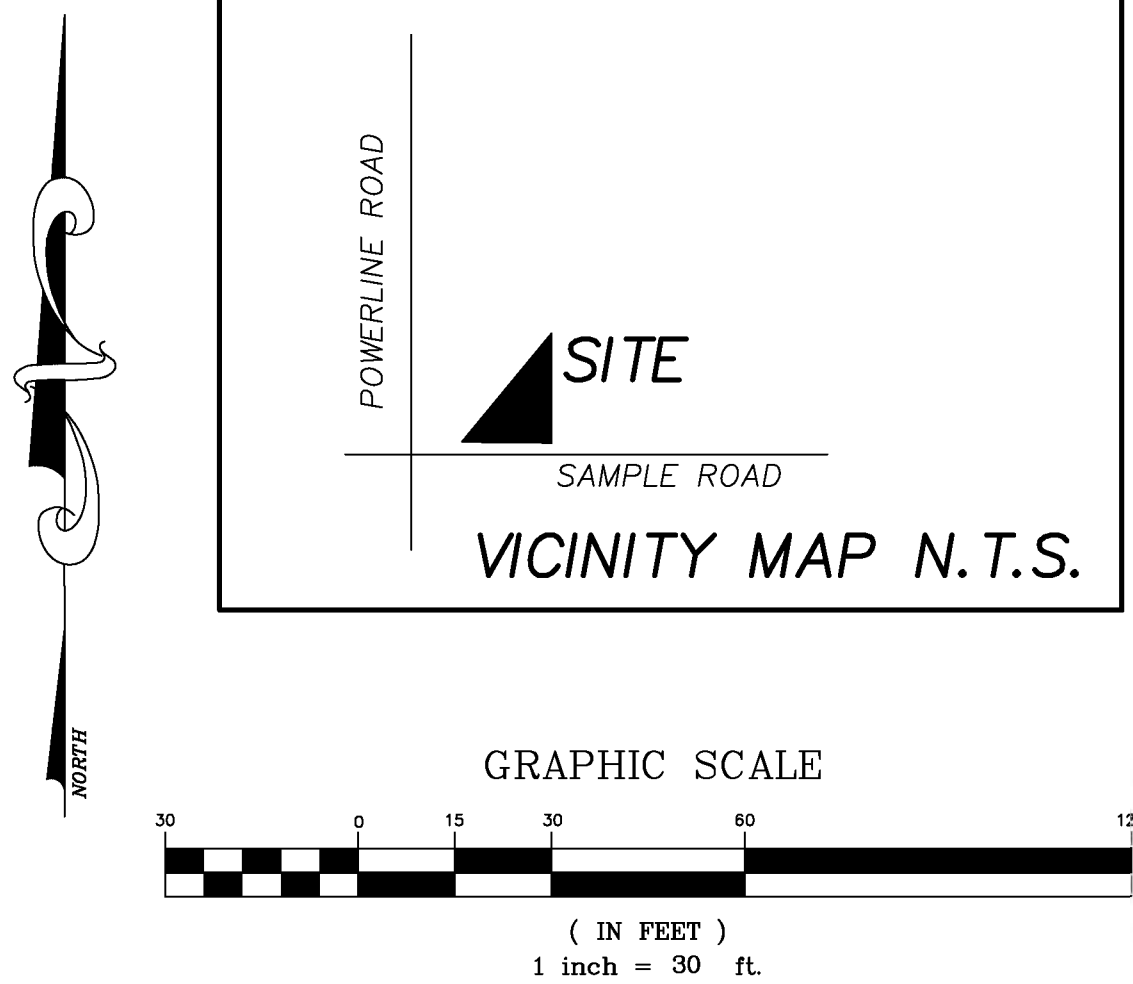
ABSTRACTED BY BY WILLIAM S. KRAMER (FLORIDA BAR NO. 311863)
OF BRINKLEY MORGAN ATTORNEYS AT LAW
COVERING THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
FROM THE BEGINNING ON NOVEMBER 15, 2021 AT 11:00 A.M.

1. TAXES FOR THE YEAR OF THE EFFECTIVE DATE OF THIS POLICY AND TAXES ON SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **AFFECTS – NOT PLOTTABLE**
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **AFFECTS – NOT PLOTTABLE**
3. THE FOLLOWING MATTERS AS SET FORTH ON THAT CERTAIN SURVEY PREPARED BY CAULFIELD & WHEELER, INC. PROJECT NO. 4203-1, DATED FEBRUARY 13, 2002, LAST REVISED JUNE 14, 2004: ENCROACHMENT OF FOUR STORY CBS BUILDING ONTO UTILITY EASEMENT FILED IN OFFICIAL RECORDS BOOK 15666, PAGE 657. **AFFECTS – AS SHOWN**
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS, INCLUDING BUT NOT LIMITED TO RIGHTS TO A LIEN PURSUANT TO NOTICE OF COMMENCEMENT FILED OCTOBER 25, 2021 IN INSTRUMENT #117083766. **AFFECTS – NOT PLOTTABLE**
5. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. **MAY AFFECT – BLANKET IN NATURE**
6. RESTRICTIONS, DEDICATIONS AND EASEMENTS CONTAINED IN PLAT OF SUMCOT EXECUTIVE PLAZA FILED ON APRIL 11, 1984, IN PLAT BOOK 119, PAGE 33. **AFFECTS – AS SHOWN**
7. RESOLUTION DESIGNATING AREA OF OPERATION OF BROWARD COUNTY WATER AND SEWER SYSTEM NO. 2, FILED ON JANUARY 23, 1969, IN OFFICIAL RECORDS BOOK 3843, PAGE 406. **AFFECTS – NOT PLOTTABLE**
8. OWNER'S AGREEMENT FILED ON JANUARY 14, 1982, IN OFFICIAL RECORDS BOOK 9981, PAGE 138. **AFFECTS – NOT PLOTTABLE**
9. EASEMENT FILED ON DECEMBER 12, 1985, IN OFFICIAL RECORDS BOOK 13034, PAGE 40. **AFFECTS – AS SHOWN**
10. RESOLUTION FILED IN OFFICIAL RECORDS BOOK 13062, PAGE 463. **AFFECTS – NOT PLOTTABLE**
11. DEVELOPER'S AGREEMENT FILED ON OCTOBER 16, 1986 IN OFFICIAL RECORDS BOOK 13818, PAGE 687; AFFIDAVIT FILED AUGUST 4, 1988, IN OFFICIAL RECORDS BOOK 15666, PAGE 654. **AFFECTS – NOT PLOTTABLE**
12. EASEMENT FILED ON DECEMBER 24, 1985, IN OFFICIAL RECORDS BOOK 14350, PAGE 814. **AFFECTS – AS SHOWN**
13. EASEMENT FILED ON AUGUST 4, 1988, IN OFFICIAL RECORDS BOOK 15666, PAGE 657. **AFFECTS – AS SHOWN**
14. LETTER OF PROTECTION FILED ON AUGUST 4, 1988, IN OFFICIAL RECORDS BOOK 15666, PAGE 661. **AFFECTS – NOT PLOTTABLE**
15. RECIPROCAL EASEMENT AND DEVELOPMENT AGREEMENT FILED ON OCTOBER 31, 1997, IN OFFICIAL RECORDS BOOK 27220, PAGE 955. **AFFECTS – AS SHOWN**
16. MEMORANDUM OF LEASE AGREEMENT FILED ON FEBRUARY 21, 2003, IN OFFICIAL RECORDS BOOK 34615, PAGE 882. **AFFECTS – NOT PLOTTABLE**
17. MEMORANDUM OF LEASE FILED ON OCTOBER 31, 2008, IN OFFICIAL RECORDS BOOK 45785, PAGE 244. **AFFECTS – NOT PLOTTABLE**
18. MEMORANDUM OF ROOFTOP LEASE AND ASSIGNMENT AGREEMENT FILED ON SEPTEMBER 30, 2015, IN OFFICIAL INSTRUMENT NUMBER #113257729. **AFFECTS – NOT PLOTTABLE**
19. NOTICE OF COMMENCEMENT FILED OCTOBER 25, 2021, IN OFFICIAL INSTRUMENT NUMBER #117683766. **AFFECTS – NOT PLOTTABLE**

TYPICAL LEGEND NOTES

A/C - AIR CONDITIONER
 L - ARC LENGTH
 ASPH. - ASPHALT
 ALUM. - ALUMINUM
 BLDG. BUILDING
 BLK. - BLOCK
 C & G - CURE AND GUTTER
 C.B. - CATCH BASIN
 C.M.P.-CORRUGATED METAL PIPE
 C.O. - CLEANOUT
 CALC. - CALCULATED
 CABLE - CABLE TELEVISION RISER
 CBS-CORRODED BLOCK & STUCCO
 CONC. - CONCRETE
 COR. - CORNER
 COV. COVERED
 E.D. - DRAINAGE EASEMENT
 E.P. - EDGE OF PAVEMENT
 E.O.W. - EDGE OF WATER
 ELEC. - ELECTRIC
 ELEV. - ELEVATION
 ESMT. - EASEMENT
 EXIST. - EXISTING
 F.H. - FIRE HYDRANT
 F.P.L.-FLORIDA POWER & LIGHT
 FIN. - FINISHED
 FLR. FLOOR
 FND. - FOUND
 G.V. - GATE VALVE
 I.P. - IRON PIPE
 I.R./CAP - IRON ROD & CAP
 INT. - INTERSECTION
 INV. - INVERT
 L.P. - LIGHT POLE
 CHATT.-CHATTANOOGHEE
 L.W.D.D.-LAKE WORTH
 DRAINAGE DISTRICT
 ⑩ - STORM MANHOLE
 ⑨ - SANITARY MANHOLE
 RCP - REINFORCE CONCRETE PIPE
 I.E./E -INGRESS-EGRESS
 EASEMENT
 LOW. - LOWEST
 M.H. - MANHOLE
 M. - MEASURED
 MON. - MONUMENT
 N/T - NAIL & TAB
 NO. - NUMBER
 O.E. OVERHEAD ELECTRIC
 O/L - ON LINE
 O/S - BUILDING OFFSET
 O.R.B. - OFFICIAL RECORD BOOK
 P.B. - PLAT BOOK
 P.C. - POINT OF CURVATURE
 P.C.P.-PERMANENT CONTROL POINT
 P.I. - POINT OF INTERSECTION
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 P.P. - POWER POLE
 P.R.M.-PERMANENT REFERENCE MONUMENT
 PROP. - PROPOSED
 P.T. - POINT OF TANGENCY
 R - RADIUS
 R.R. - RAILROAD
 R/W - RIGHT-OF-WAY
 RES. - RESIDENTIAL
 RGE. RANGE
 R.H. - RIGHT-OF-WAY
 S.B.T.- SOUTHERN BELL TELEPHONE
 SAN. - SANITARY
 SEC. - SECTION
 SQ. FT. - SQUARE FEET
 T.O.B. - TOP OF BANK
 T.V. - TELEVISION
 TWP. - TOWNSHIP
 U.E. - UTILITY EASEMENT
 W.M. - WATER METER
 Δ - DELTA (CENTRAL ANGLE)
 ALUM.- ALUMINUM
 M.A.P.- MAST ARM POLE
 A.L.P. - ALUMINUM LIGHT POLE
 W.V. - WATER VALVE
 I.R.V. - IRRIGATION CONTROL VALVE
 (P) - PLAT
 (D) - DESCRIPTION
 N.V.A.L. - NON-VEHICULAR ACCESS LINE
 RPZ - BACKFLOW PREVENTOR
 W.W. - MONITORING WELL

 SET 5/8" IR/CAP LB 3591
 DENOTES PROPOSED ELEVATION
 DIRECTION OF FLOW



PARKING TABULATION

REGULAR SPACES	233
HANDICAP SPACES	7
TOTAL SPACES	240

NOTES:

1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THEORITICAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF SAMPLE ROAD BEARING S 90° 00' 00" W.
3. THE "DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE BRINKLEY MORGAN ATTORNEYS AT LAW.
4. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
5. ALL RECORD DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA UNLESS OTHERWISE NOTED.
6. FLOOD ZONE: "X" (SHADED); COMMUNITY PANEL NO. 125101 0170 H. DATED: AUGUST 18, 2014.
7. LANDS SHOWN HEREON WERE ABSTRACTED BY BY WILLIAM S. KRAMER (FLORIDA BAR NO. 311863) OF BRINKLEY MORGAN ATTORNEYS AT LAW, 2255 LAKES ROAD, SUITE 414E, BOCA RATON, FLORIDA 33431 COVERING THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA FROM THE BEGINNING ON NOVEMBER 15, 2001 AT 11:00 A.M.
8. PROPERTY ADDRESS: 2001 WEST SAMPLE ROAD, DEERFIELD BEACH, FL 33442.
9. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

CERTIFIED TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1,2,3,4,7(A),8,9,11 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON **DECEMBER 10, 2021**

DATE OF DRAWING: **DECEMBER 16, 2021**

JEFFREY R. WAGNER, PLS
REG. LAND SURVEYOR #5302
STATE OF FLORIDA - LB #3591

ADDED TITLE INFO AND NEW LEGAL	6/14/04	DPL
ADD CERTIFICATION	6/10/04	JJ
UPDATE SURVEY	5/27/04	GAT
ADDED FLOOD ZONE INFORMATION	1/17/03	B&F
UPDATE SURVEY	12/26/02	B&F
REVISIONS		BY
FILE NAME 4203 SURVEY -- DEC 2021		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SUMCOT EXECUTIVE PLAZA
A PORTION OF PARCEL "A"
ALTA/NSPS LAND TITLE SURVEY

DATE	2/13/02
DRAWN BY	GDG
F.B./ PG.	N/A
SCALE	1"=30'

JOB # 4203-2
SHT.NO. 1
OF 2 SHEETS



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1601

Agenda Date: 11/15/2022

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

P.H. 2023-007: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for December 6, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Attached is the annual update of the five-year schedule of Capital Improvements for the next five years (FY 2023 – FY 2027) for the City's Capital Improvement Element of the Comprehensive Plan. Florida State Statutes require that each municipality update their Capital Improvement Element to reflect changes made to the Capital Improvement Plan which was adopted by the City Commission on September 14, 2022. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

This year, changes have been made to reflect the Evaluation and Appraisal Report that was approved by the City Commission on first reading on April 19, 2022.

All data related to capital improvement projects was collected from the adopted Capital Improvement Plan; notwithstanding, approving this item, does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five-year plan and the current five-year plan. These changes are shown in Table 10.3 – Five Year Schedule for Capital Improvements for FY 2023-2027 and Table 10.4 – Five Year Schedule of Capital Improvements Summary by Functional Category 2023-2027. Additional changes in this section are numerical updates to each fund's revenue source.

Upon approval, the CIE will be sent to the Florida Department of Economic Opportunity as required.

On October 6, 2022, the Planning and Zoning Board voted to recommend approval of the proposed update.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT (“CIE”) IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT “A”; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3177(3)(b)(1), Florida Statutes, provides that the CIE must be reviewed on an annual basis and modified to update the five-year schedule of capital improvements, which may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

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

WHEREAS, Table 10.3 of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan sets forth a “Five Year Schedule of Capital Improvements”; and

WHEREAS, the Department of Planning and Development Services has prepared the required five-year schedule in accordance with the standards and requirements set forth in Section 163.3177, Florida Statutes; and

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing on October 6, 2022, to review the proposed updated five-year schedule for Fiscal Years 2023-2027 and has forwarded a recommendation of approval to the City Commission; and

WHEREAS, the City Commission, after review of the recommendations of the staff, the Local Planning Agency, comments made at the public hearing, and careful consideration of the issues, finds that the proposed update to the five-year schedule of capital improvements and the associated tables for Fiscal Years 2023-2027 are in the best interest of the health, safety, and welfare of the citizens of the City 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. That Table 10.3 “Five Year Schedule of Capital Improvements” of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan for Fiscal Years 2023-2027 is hereby updated and adopted in compliance with Section 163.3177, Florida Statutes, as more specifically set forth in the attached Exhibit “A.”

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

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

Section 5. That this Ordinance shall take effect immediately upon adoption on second reading.

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A



Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY2023-FY2027

VOLUME 10.0



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

**Adopted December 6, 2022
Revised Capital Improvement Plan FY23-FY27**

Prepared by the
City of Deerfield Beach

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

CITY OF DEERFIELD BEACH

City Commission

Bill Ganz, Mayor
Michael Hudak – Vice Mayor
Ben Preston – District 2
Bernie Parness – District 3
Todd Drosky – District 4

Office of the City Manager

David Santucci, City Manager
Horace McHugh, Deputy City Manager

Office of the City Attorney

Anthony Soroka, City Attorney

Planning and Zoning Board

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

Planning and Development Services

Eric Power, Director
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Alexia Howald, Planner
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Emily Cortez, Assistant Planner

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10.0 CAPITAL IMPROVEMENTS ELEMENT

10.1 INTRODUCTION

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

10.2 GOALS, OBJECTIVES AND POLICIES

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

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

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

10.2.1 Capital Improvements Goals, Objectives and Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy CIE 1.4.2: General obligation bonds, backed by the full faith and credit of the City, shall be issued only if all general obligation bonds outstanding at the time

together with the amounts of bonds proposed to be issued does not exceed two percent (2%) of the assessed valuation of taxable property.

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

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

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

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

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

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

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

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

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

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

- **Solid Waste:** The LOS for collection (including municipal solid waste and recyclables) is 5.4 lbs/capita/day. The LOS for solid waste disposal is 7.0 lbs/person/day.
- **Stormwater Management:** The level of service standards for drainage will be consistent with the regulations of the South Florida Water Management District (SFWMD), Broward County Water Resources Management Division (WRMD), and the Florida Building Code. The City has no additional drainage standards and abides by those of the WRMD and SFWMD. The application of level of service standards are based on regulatory systems set up by the SFWMD, Broward County and the City of Deerfield Beach. Together they assure that development orders are not issued unless necessary drainage facilities will be in place. These regulations include:
 - a) Drainage discharge quantity shall be determined from a three-day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.
 - b) First floor elevations in high risk areas shall be set at or above the 100-year storm flood elevation per the most recent Flood Rate Insurance Map.
 - c) Street elevations shall be set at or above the 10-year design storm flood elevation per the County's Flood Criteria Map.
 - d) Water quality shall be considered preserved when ½ inch of stormwater runoff is retained on-site or as required.
- **Potable Water:** The LOS for the City's service area is 175 gallons per capita per day (gpcd) for average annual residential service.

Potable water needs for customers who are within the City limits but served by the Broward County system is set by the county according to the Broward County Comprehensive Plan. The County's Level of Service (LOS) standard is an average day flow demand. The potable water average day demand is multiplied by a factor for each particular water district to determine the maximum day demand available for supply that is being requested. An analysis of available potable water capacity is then included prior to commitments to serve permitted undeveloped projects, as well as current customer usage.
- **Recreation and Open Space:** The City shall provide a minimum LOS of three (3) acres of community and/or regional parks within the city limits for

every 1,000 permanent residents, including those areas annexed from Broward County. Recreational LOS acreage shall comply with the requirements outlined in the Broward County Comprehensive Plan.

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

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

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

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

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

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

***Peak Hour Two-Way Maximum Service Volumes**

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

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

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

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

For roadway facilities included in the Strategic Intermodal System (SIS) or the Florida Intrastate Highway System (FIHS), the Generalized Peak Hour Two-way Level of Service Standard, established by the Florida Department of Transportation shall be per Table 10.1.

Table 10. 1 Long Range Transportation Planning LOS

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

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

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

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

of Deerfield Beach will modify its Transportation and CIE in accordance with any County's transportation concurrency amendments.

- **School Concurrency:** Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform district-wide LOS for public schools of the same type:
 1. School Type A is a bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of School Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
 2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

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

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

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

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

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

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

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

10.3 BASELINE DATA

10.3.1 Public Facilities Inventory

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

10.3.1.1 Consistency with Other Comprehensive Plan Elements

The Utilities Element addresses sanitary sewer, solid waste, stormwater management, potable water, and natural groundwater aquifer recharge.

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

The Recreation and Open Space explains that the City is meeting its level of service for parks.

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

10.3.1.2 Five Year Schedule of Capital Improvements

The Plan has identified facility improvements which are needed to meet the demands of existing and future development. Table 10.2 identifies those capital improvements which are required to meet level of service standards as defined in Policy CIE 1.5.1 and those projects that support the GOP's of the Plan for the next five fiscal years.

In 2020, the City performed an assessment of its Plan and its ability to meet the demands of growth on infrastructure, maintain level of service (LOS) standards, provide public services and facilities, concurrency management and financial feasibility throughout the 2040 planning period. The assessment concluded, that all LOS standards were being met and would continue to be met throughout the 2040 planning period. Potable LOS standards will be met throughout the planning period in concert with the regional water supply plan.

Table 10.2 Five Year Schedule of Capital Improvements FY 2023 - FY2027

General Capital Project Fund
Capital Expenditures by Category

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - General Unassigned Fund Balance	\$ 5,279,916	\$ 2,759,266	\$ 675,000	\$ 445,000	\$ 835,000	\$ 9,994,182
Transfer In - Indirect ARPA Funding	2,500,000	-	-	-	-	2,500,000
Transfer In - Federal Grant Funding	725,000	-	-	-	-	725,000
Transfer In - State Grant Funding	600,000	-	-	-	-	600,000
Transfer In - Other Grant Funding	75,000	-	-	-	-	75,000
Lease/Purchase Proceeds	2,317,154	898,200	834,120	865,532	185,000	5,100,006
Total Revenues & Other Financing Sources	\$ 11,497,070	\$ 3,657,466	\$ 1,509,120	\$ 1,310,532	\$ 1,020,000	\$ 18,994,188
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Backup Upgrade	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ 275,000
FEC Fence 10th to Sample Rd.	750,000	-	-	-	-	750,000
Crystal Heights North Playground & Pavilion	175,000	-	-	-	-	175,000
Constitution Park Restroom	150,000	-	-	-	-	150,000
Oveta McKeithen Pavilion	200,000	-	-	-	-	200,000
Bulkhead for Aquatic Center Pool	250,000	-	-	-	-	250,000
International Fishing Pier Structural Assessment	100,000	-	-	-	-	100,000
Johnny L. Tigner Center FF&E	370,000	-	-	-	-	370,000
Parking Lot Resurfacing	-	140,000	-	-	-	140,000
Sunshades at Aquatic Center Pool	-	-	75,000	-	-	75,000
Citywide Median Improvements	500,000	250,000	100,000	100,000	100,000	1,050,000
Citywide Restrooms	160,000	792,000	110,000	-	-	1,062,000
Citywide Pavilions	220,000	120,000	240,000	140,000	80,000	800,000
Citywide Playgrounds	300,000	225,000	150,000	205,000	355,000	1,235,000
Quiet Waters Athletic Park Restroom Building	-	-	-	-	300,000	300,000
Pioneer Park Dock, Rail and Piling Replacement	85,000	300,000	-	-	-	385,000
City-Wide Unified Key Management System	85,000	85,000	-	-	-	170,000
Middle School Aquatics Parking Lot	700,000	-	-	-	-	700,000
Ocean Way Bollard Replacement	1,012,650	-	-	-	-	1,012,650
Lifeguard Towers	847,266	847,266	-	-	-	1,694,532
Joint Beach Nourishment Project	2,500,000	-	-	-	-	2,500,000
Property Acquisition	500,000	-	-	-	-	500,000
Total Infrastructure Projects	\$ 9,179,916	\$ 2,759,266	\$ 675,000	\$ 445,000	\$ 835,000	\$ 13,894,182
Equipment/Fleet						
15 Passenger Transit Van	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ 120,000
Hydraulic Excavator	28,000	-	-	-	-	28,000
F250 Pickup Truck	120,000	80,000	80,000	80,000	40,000	400,000
Barber Surf Rake	-	65,000	-	-	-	65,000
F350 Stakebody with Liftgate	-	50,000	-	-	-	50,000
Bobcat Skid Steer	-	-	-	-	45,000	45,000
Ford F150 (Fire Inspector) Vehicle 2038 & 2039	84,000	102,200	97,020	106,722	-	389,942
Scott SCBA (35 Packs, 70 Cylinder Bottles, 105 Face MSK)	381,654	-	-	-	-	381,654
Pierce, Velocity Engine 75 16-91102	1,083,500	-	-	-	-	1,083,500
Osage, Fire Rescue Ambulance Vehicle 92142	510,000	561,000	617,100	678,810	-	2,366,910
Ford Escape XLS Vehicle 231	35,000	-	-	-	-	35,000
Toyota Rav	35,000	-	-	-	-	35,000
Ford T250 Cargo Van	-	-	-	-	100,000	100,000
Total Equipment/Fleet	\$ 2,317,154	\$ 898,200	\$ 834,120	\$ 865,532	\$ 185,000	\$ 5,100,006
Total Expenditures & Other Financing Uses	\$ 11,497,070	\$ 3,657,466	\$ 1,509,120	\$ 1,310,532	\$ 1,020,000	\$ 18,994,188

**Road & Bridge Fund
Capital Expenditures by Category**

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Local Option Gas Tax	\$ 277,303	\$ -	\$ -	\$ -	\$ -	\$ 277,303
Transit Surtax Grant Funding	6,020,000	-	-	-	-	6,020,000
Transfer In - Public Works Grants	382,419	-	-	-	-	382,419
Loan Proceeds	6,020,000	-	-	-	-	6,020,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 12,699,722	\$ -	\$ -	\$ -	\$ -	\$ 12,699,722
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
FAU Research Park Blvd.	\$ 7,040,000	\$ -	\$ -	\$ -	\$ -	7,040,000
Pioneer Grove Corridor	5,000,000	-	-	-	-	5,000,000
SRTS-Deerfield Elementary Middle School LAP- Sidewalk	499,722	-	-	-	-	499,722
TOTAL INFRASTRUCTURE PROJECTS	\$ 12,539,722	\$ -	\$ -	\$ -	\$ -	\$ 12,539,722
<u>Equipment/Fleet</u>						
Dump Truck 8yd Vehicle 654	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Ford F250 Vehicle 655	45,000	-	-	-	-	45,000
Ford F250 Vehicle 674	50,000	-	-	-	-	50,000
TOTAL EQUIPMENT/FLEET	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 12,699,722	\$ -	\$ -	\$ -	\$ -	\$ 12,699,722

**Solid Waste Capital Project Fund
Capital Expenditures by Category**

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Lease/Purchase Proceeds	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807
EXPENDITURES AND OTHER FINANCING USES						
<u>Equipment/Fleet</u>						
2023 Ford Ranger	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 159,274
2023 Mack Side Load	311,230	-	386,600	398,198	410,145	1,506,173
2023 FRT Peterson Grapple Truck	540,000	278,100	286,500	295,035	303,890	1,703,525
2023 Autocar Front Load	413,220	425,615	438,385	451,535	465,080	2,193,835
2024 Freightliner Roll Off	-	282,315	290,785	299,505	308,400	1,181,005
TOTAL EQUIPMENT/FLEET	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 1,294,450	\$ 734,615	\$ 1,143,312	\$ 1,177,550	\$ 1,212,880	\$ 5,562,807

City of Deerfield Beach

Capital Improvement Element

Utilities Capital Project Fund
Capital Expenditures by Category

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Utilities Unassigned Fund Balance	\$ 1,771,419	\$ 1,969,103	\$ 1,227,000	\$ 853,800	\$ 585,000	\$ 6,406,322
Transfer In - Indirect ARPA Funding	1,544,298	-	-	-	-	1,544,298
Revenue Bond	1,800,000	9,000,000	9,000,000	-	-	19,800,000
Loan Proceeds	4,770,724	1,450,292	-	-	-	6,221,016
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 9,886,441	\$ 12,419,395	\$ 10,227,000	\$ 853,800	\$ 585,000	\$ 33,971,636
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
East Water Plant Asphalt Resurfacing	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ 110,000
West Water Plant Infrastructure Assessment	-	-	500,000	-	-	500,000
FAU Research Blvd Water & Sewer Upgrade	600,000	-	-	-	-	600,000
Pioneer Grove Water & Sewer Upgrade	600,000	-	-	-	-	600,000
Water Plant Site Security	270,000	-	-	-	-	270,000
Advanced Metering Infrastructure	2,340,717	1,172,103	-	-	-	3,512,820
Ion Exchange System	1,800,000	9,000,000	9,000,000	-	-	19,800,000
New Reclaimed Water Main	3,570,724	1,450,292	-	-	-	5,021,016
Utility Network and Communication Upgrade	-	500,000	-	-	-	500,000
Reverse Osmosis Sand Strainer Installation	-	132,000	132,000	-	-	264,000
Lime Softening Facility Demolition	-	-	-	523,800	-	523,800
TOTAL INFRASTRUCTURE PROJECTS	\$ 9,181,441	\$ 12,364,395	\$ 9,632,000	\$ 523,800	\$ -	\$ 31,701,636
<u>Equipment/Fleet</u>						
Ford F-350 with Utility Bed	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Ford F-250 with Utility Bed & Crane	50,000	-	-	-	-	50,000
Ford F350 (2 units)	55,000	55,000	-	-	-	110,000
Backhoe/Loaders (2 units)	300,000	-	-	-	-	300,000
Ford F250	50,000	-	-	-	-	50,000
Dump Truck 8 yard	200,000	-	-	-	-	200,000
Ford F-550 with Utility Bed	-	-	100,000	-	-	100,000
Ford Rangers (2 units)	-	-	-	90,000	-	90,000
Ford Ranger	-	-	45,000	-	-	45,000
Dump Truck 18 yard	-	-	200,000	-	-	200,000
International Truck Crane	-	-	250,000	-	-	250,000
Ford F-550 (4 units)	-	-	-	240,000	-	240,000
Vaccon Sewer Truck	-	-	-	-	410,000	410,000
Ford F-550	-	-	-	-	65,000	65,000
Ford F-350 (2 units)	-	-	-	-	110,000	110,000
TOTAL EQUIPMENT/FLEET	\$ 705,000	\$ 55,000	\$ 595,000	\$ 330,000	\$ 585,000	\$ 2,270,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 9,886,441	\$ 12,419,395	\$ 10,227,000	\$ 853,800	\$ 585,000	\$ 33,971,636

**Stormwater Capital Fund
Capital Expenditures by Category**

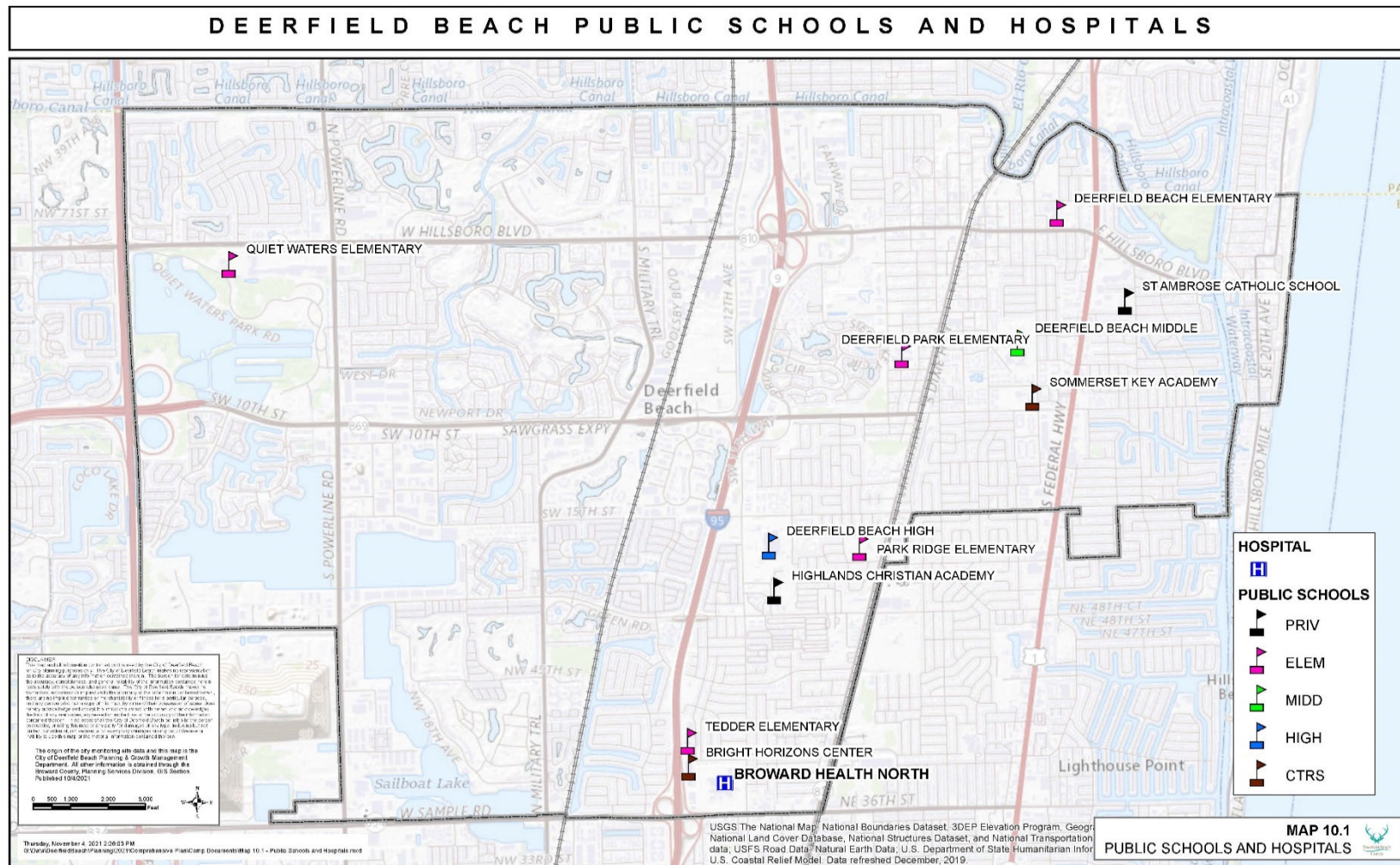
	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Stormwater Unassigned Fund Balance	\$ 1,742,888	\$ 455,000	\$ -	\$ -	\$ -	\$ 2,197,888
Transfer In - Federal Grant Direct ARPA Funding	3,900,000	-	-	-	-	3,900,000
Transfer In - Other Grant Funding	-	1,365,000	2,430,886	-	-	3,795,886
Interfund Transfer Loan Utility Fund	2,199,773	2,800,000	-	-	-	4,999,773
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 7,842,661	\$ 4,620,000	\$ 2,430,886	\$ -	\$ -	\$ 14,893,547
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Crystal Lake Drainage and Paving	\$ -	\$ 2,800,000	\$ 2,430,886	\$ -	\$ -	\$ 5,230,886
SE 8th Avenue Stormwater Capital Improvement	2,400,000	-	-	-	-	2,400,000
West Deerfield Stormwater Capital Improvement	4,907,661	-	-	-	-	4,907,661
College Park Stormwater Capital Improvement	-	1,820,000	-	-	-	1,820,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 7,307,661	\$ 4,620,000	\$ 2,430,886	\$ -	\$ -	\$ 14,358,547
<u>Equipment/Fleet</u>						
Ford F-350 3yd Dump Truck	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Ford F-250	55,000	-	-	-	-	55,000
Ford F150	45,000	-	-	-	-	45,000
Street Sweeper	360,000	-	-	-	-	360,000
TOTAL EQUIPMENT/FLEET	\$ 535,000	\$ -	\$ -	\$ -	\$ -	\$ 535,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 7,842,661	\$ 4,620,000	\$ 2,430,886	\$ -	\$ -	\$ 14,893,547

**General Obligation/Revenue Bonds
Capital Expenditures by Category**

	FY23	FY24	FY25	FY26	FY27	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 2,979,202	\$ 3,527,057	\$ -	\$ -	\$ -	\$ 6,506,259
Transfer In - Public Works Grants	1,090,402	-	-	-	-	1,090,402
Other Contributions	-	200,000	-	-	-	200,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 4,069,604	\$ 3,727,057	\$ -	\$ -	\$ -	\$ 7,796,661
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Center for Active Aging	\$ 940,614	\$ 450,000	\$ -	\$ -	\$ -	\$ 1,390,614
Tigner Center	1,262,595	-	-	-	-	1,262,595
City Hall Renovations	1,866,395	3,277,057	-	-	-	5,143,452
TOTAL INFRASTRUCTURE PROJECTS	\$ 4,069,604	\$ 3,727,057	\$ -	\$ -	\$ -	\$ 7,796,661
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 4,069,604	\$ 3,727,057	\$ -	\$ -	\$ -	\$ 7,796,661

10.3.1.3 Public Education and Public Health Systems Facilities

The geographic locations of all public schools and hospitals within the City's jurisdiction are depicted on Map 10.1. Since the City is considered "built-out", the Broward County School Board has not proposed any new school facility within the City for the next 5 years. The North Broward Hospital District includes the entire City as the regional public health facility. No new hospitals are expected to be built in the City. Both public schools and hospitals operate under their own taxing district and thus fund their own infrastructure needs. The City does not fund or operate any public school or hospital. The existing infrastructure to support schools and the hospital meet level of service standards. Impact fees for future expansion of these public facilities may be waived by the County.



Map 10-1 Public Schools and Hospitals

10.3.2 Revenue Resources and Funding Mechanisms

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

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

General Capital Project Fund - \$18,944,188

The General fund represents 20% of the overall CIP funding over the next five years. A total of 35 General Fund projects and replacements have been identified. New infrastructure projects totaling \$9,179,916 and \$2,317,154 in Equipment/Fleet replacements have been scheduled in FY2023. Parks and Recreation improvements represent 18% of the costs estimated for total General Fund FY23 CIP. Construction and Facilities improvements represent 19% of the costs estimated for total General Fund FY23 CIP.

Road & Bridge Fund - \$12,699,722

The Road & Bridge Fund represents 14% of the FY23-27 CIP. Major projects include the improvements to the FAU Research Park Blvd and the Pioneer Grove Corridor. The majority of the projects in the Road & Bridge Fund are reimbursable through the County's Surtax program and loan proceeds.

Solid Waste Capital Project Fund - \$5,562,807

The City of Deerfield Beach prides itself on providing quality, low costs solid waste and disposal services. Solid Waste improvements represent 6% of the FY23-27 CIP for regularly scheduled fleet replacements, which are funded by user fees from the Solid Waste Fund as well as lease purchase proceeds. Regular replacement of Solid Waste's fleet will invariably reduce the City's on-going maintenance costs for vehicles reaching their estimated useful life.

Utility Capital Project Fund - \$33,971,636

The Utility Fund represents 36% of the FY23-FY27 CIP. The funding here is for ongoing rehabilitation of the City's water plant and laboratory facilities.

Stormwater Capital Project Fund - \$14,893,547

The Stormwater Fund represents 16% of the FY23-FY27 CIP. Major projects include Citywide Stormwater improvements, renovation costs for the Environmental Services Building, and scheduled fleet replacements.

General Obligation/Revenue Bonds - \$7,796,661

The General Obligation/Revenue Bond projects represent 8% of the FY23-27 CIP. The project's cost included here are planned expenditures for ongoing projects which includes the renovation of the existing City Hall, the renovation of the Center for Active Aging, and improvements to the Tigner Center.

10.3.3 Major Sources of Revenue

Property Taxes

The five-year outlook for property tax appears optimistic. The rise in real estate assessments has enabled the city to lower the millage rate for the upcoming budget year (FY2023) while still projecting an increase in ad valorem taxes. However, it has been particularly challenging to develop a forward-thinking CIP amidst an uncertain economy and threats of inflation on the horizon. The potential for cost increase in goods and service were some of the economic factors that impacted the selection and priority of projects. For FY2023, the Capital Projects Fund is created to allow for more transparency in how projects of the General and other Special Revenue Fund types are being funded. The capital projects in this year's budget will be financed through transfers from utilization of excess resources in fund balance, loans, and grants.

Public Service Tax

The municipal public service tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is levied on six utility services: natural gas, liquefied petroleum, manufactured gas, electric, water, and fuel oil/kerosene. Pursuant to State law, the City Commission authorized this tax for the fiscal year beginning October 1, 2011. FY23 estimates were influenced by the pandemic shutdown. Projections expect some level of recovery.

Franchise Fees

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

Building Permits

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

State Shared Revenues

The amounts distributed are determined by the State and are based upon receipts, population and municipal assessed value per capita. The half-cent sales tax makes up the greatest portion of this source of revenue. State shared revenues are monies collected by the State of Florida as shown in table 10.3 below:

Table 10.3 State Shared Revenues

Source of Revenue	Budgeted Revenue		Dollar Change	Percentage Change
	FY22	FY23		
Mobile home licenses	\$ 10,000	\$ 15,000	\$ 5,000	50%
Alcoholic beverage licenses	45,000	55,000	10,000	23%
Half-cent sales tax	5,550,000	6,100,000	555,000	10%
Motor fuel tax rebate	30,000	40,000	10,000	33%
Public service taxes	8,364,000	8,894,000	530,000	6%
Local option gas tax	1,327,400	1,147,356	(180,044)	-16%
State revenue sharing	2,267,971	2,900,000	632,029	28%
Total	\$ 17,594,371	\$ 19,151,356	\$ 1,556,985	9%

10.4 ANALYSIS

10.4.1 Local Practices Guiding Timing and Location of Public Facilities

The City prepares and adopts annual operating budgets for its departments. Capital improvement needs, as well as related funding are identified during this process. Each department is responsible for determining their specific capital needs in accordance with the City's five year capital improvement program. Projects that involve multi-jurisdictional facilities, such as the State of Florida or Broward County are coordinated in collaboration with the relevant agency. The City's five year capital improvement program is supported by a projection of revenues to ensure its feasibility. There are a number of important factors that play a key role in the determination of the need for capital improvements. These include the need for specific capital enhancements due to demand resulting from growth, the coordination of projects with other governmental agencies to achieve economies of scale, the need for capital improvements due to facility deterioration and the need to continue an acceptable level of service. For these reasons the annual operating budget and the CIP are created each year as companion documents for the review by the City Commission, based upon the following funding policies:

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

10.4.2 Fiscal Implication of Deficiencies in Support of the Future Land Use Element

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

Table 10.4 summarizes the capital improvement expenditures by their functional category.

10.4.3 Costs of Needed Capital Improvements and Basis of Cost Estimates

The City of Deerfield Beach's CIP process begins with city departments submitting their five-year capital project needs and annual operating budget requests to the Budget and Performance Department. Department directors use a capital project development form as a guide in formulating new project requests. The City Manager's CIP Development Team will review the project requests, then rank and prioritize each project by considering the degree of urgency and the overall importance of each project in achieving the City's overall goals and objectives.

**Table 10. 4 Five-Year Schedule of Capital Improvements
Summary by Functional Category FY 2023-2027**

FUNDING SOURCE CODES	TOTAL	
General Capital Project Fund		\$18,994,188
Road and Bridge Fund		\$12,699,722
Solid Waste Capital Project Fund		\$ 5,562,807
Utility Capital Project Fund		\$33,971,636
Stormwater Capital Project Fund		\$14,893,547
General Obligation/Revenue Bonds		\$ 7,796,661
TOTAL		\$93,918,561
FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2023		\$47,289,948
Fiscal Year 2024		\$25,158,533
Fiscal Year 2025		\$15,310,318
Fiscal Year 2026		\$ 3,341,882
Fiscal Year 2027		\$ 2,817,880
TOTAL		\$93,918,561

10.4.4 Impact of Public Educational and Health Care Systems on Infrastructure

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

10.4.5 Support of the Future Land Use Element and Plan

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

Due to the nearly built-out nature of the City, the issue of timing and location of capital improvements to public facilities is insignificant. As of 2021, there were only 169 acres of vacant land, or 1.6% percent of total land remaining in the City. Public utilities and services either are available or are within close proximity to all of these parcels. The City has been able to provide a more accurate measure of vacant land due to work with the Broward County Property Appraiser's Office.

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

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

10.4.6 Ability to Finance Capital Improvements

The City of Deerfield Beach utilizes debt to pay for essential capital expenditures. These non-recurring expenditures are of a magnitude which would have a tremendous impact if they were included in the operating budget. Debt financing distributes the costs of improvements to the project's users over its lifetime. The pay-as-you-go method of financing is employed for capital expenditures which are appropriately incorporated into the current budget.

The goal of the City of Deerfield Beach's debt policy is to maintain the ability to provide quality municipal services in a cost-efficient manner. The City uses the following guidelines before incurring any additional long term debt:

- Borrowing is only considered for essential non-recurring capital expenditures.
- The length of financing of the improvement will not exceed its useful life.
- Efforts shall be made to maintain or improve the City's bond rating.

PUBLIC HEARING NOTICE 2023-007
CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PROPOSED COMPREHENSIVE PLAN
AMENDMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Deerfield Beach City Commission will hold the first of two Public Hearings pursuant to Section 163, Florida Statutes on **Tuesday, November 15, 2022 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 and/or utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) to consider the proposed amendment to the Comprehensive Plan of the City of Deerfield Beach. The proposed amendment is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

CITY OF DEERFIELD BEACH, FLORIDA
BY: Samantha Gillyard, CMC, City Clerk

Publish: Sun Sentinel - Friday, November 4, 2022
2 column wide by 10 inches long – title in 18 point



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1602

Agenda Date: 11/15/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2023-008: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (First Reading - April 19, 2022)

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

On April 19, 2022, the City Commission approved the proposed Comprehensive Plan update, first reading only. At that meeting, it was explained that the City Commission shall vote on the entire Comprehensive Plan update, for the required submittal to the State of Florida Department of Development and Economic Opportunity (DEO), with the final approval and adoption to take place after review by the State. The Comprehensive Plan consists of several distinct elements that assist the City in evaluating and preparing for the future and is required by state statute to be updated every seven (7) years.

The Comprehensive plan update was due to the State of Florida Department of Economic Opportunity (DEO) by May 12, 2022 and was submitted to DEO on April 29, 2022 for the pertinent State agencies to review. Comments were received from DEO on June 28, 2022 where a 180-day time line (December 25, 2022) was given for the adoption of the Plan. The document was also sent to the Broward County Planning Council for a courtesy review, as Broward County is required to certify the Comprehensive Plan, as well as the State.

The only concern from DEO was a request for a stronger policy statement regarding flood management in the Coastal Management Element of the plan. This policy statement was added to the document in the final draft.

The Broward County Planning Council made comments on the draft, the majority of which were requests for clarifications, and the identification of inconsistencies with the Broward County Land Use Plan. These included proposed amendments to implementation, monitoring and enforcement procedures, and the provision of additional policies.

The final draft was amended to address the concerns of the County and is now ready for final adoption (2nd reading) of the Comprehensive Plan, which is on file in the Office of the City Clerk.

ORDINANCE NO. 2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 163.3191, Fla. Stat., each local government is required to evaluate their Comprehensive Plan every seven years through the evaluation and appraisal process to determine if Plan amendments are necessary to reflect changes in state requirements and to notify the state land planning agency as to the local government's determination; and

WHEREAS, at the April 6, 2021 City Commission meeting, the Commission approved the analysis provided by Staff to submit to the State of Florida indicating that amendments to the City's Comprehensive Plan are necessary; and

WHEREAS, on March 3, 2022 and April 7, 2022, the City's Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed the evaluation and appraisal based Comprehensive Plan Amendments, as set forth in attached Exhibit "A", (the "Comprehensive Plan Amendments") and recommended approval to the City Commission; and

WHEREAS, after reviewing the Planning and Zoning Board recommendation, the recommendation of the Planning and Development Services Department, and the comments from the public, the City Commission finds that there is sufficient data, analysis and support for the Comprehensive Plan Amendments, attached as Exhibit "A" to this Ordinance,; and

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

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

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

Section 2. **Adoption of Comprehensive Plan Amendments.** That the City Commission hereby adopts the Evaluation and Appraisal based Comprehensive Plan Amendments, attached as Exhibit "A", into the City's Comprehensive Plan.

Section 3. Transmittal. That City staff is authorized to transmit copies of this Ordinance, and the related Comprehensive Plan Amendments, as shown in the attached Exhibit “A”, to the Florida Department of Economic Opportunity, all other units of local government and governmental agencies as required by Florida law for review and comment, after a vote on first reading of this Ordinance.

Section 4. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Severability. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. Inclusion in the City’s Comprehensive Plan. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance, including the Comprehensive Plan Amendments, shall become and be made a part of the City of Deerfield Beach Comprehensive Plan, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. Effective Date. That this Ordinance shall be effective immediately upon passage by the City Commission on Second Reading, except that the effective date of the comprehensive plan amendments approved by this Ordinance shall be the date a final order is issued by the Florida Department of Economic Opportunity or Administrative Council finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Florida Department of Economic Opportunity notice of intent to find the plan amendments in compliance shall be deemed to be the final order if no timely petition challenging the plan amendment is filed.

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: David Santucci, City Manager

FROM: Eric M. Power, Director of Planning & Development Services

DATE: April 19, 2022

RE: **AN ORDINANCE TO APPROVE THE 2021 COMPREHENSIVE PLAN UPDATE, AND TO APPROVE THE PLAN FOR TRANSMITTAL TO THE FLORIDA DEPT. OF ECONOMIC OPPORTUNITY**

Per Florida Statutes each local government is required to evaluate the Comprehensive plan every (7) years to determine if the document must be amended through the Evaluation and Appraisal Report (EAR). Staff recently evaluated the Comprehensive Plan and at the April 6, 2021 City Commission, the Commission approved the analysis provided by Staff to submit to the State of Florida indicating that amendments to the Comprehensive Plan were necessary. The Comprehensive Plan update is due to the State by May 12, 2022.

The Comprehensive Plan consists of several distinct elements that assist the City in evaluating and preparing for the future. Due to the expanse of the document, staff has chosen to break the proposed changes into two separate items for approval over two Planning & Zoning Board hearings and two City Commission meetings for ease of review and discussion. On March 3, 2022 the Planning and Zoning Board, and on April 5, 2022, the City Commission heard a presentation on nine (9) of the twelve (12) elements of the Comprehensive Plan. The remaining three (3) elements, and the Introduction were approved by the Planning & Zoning Board at their April 7, 2022 hearing and are summarized below:

0-Introduction- provides an introductory background to the Comprehensive Plan and includes a summary of new state laws that regulate comprehensive planning and the impact on the overall document.

2-Future Land Use- designates the future land use patterns for the City and establishes goals and objectives for the Comprehensive Plan. The goals, objectives and policies set forth in the Future Land Use element are the general ends the City wants to achieve.

4-Housing- identifies existing and projected deficits in the supply of affordable housing and housing for households with special housing needs. The housing element also provides plans and policies which guide both the public and private sectors in addressing the deficits.

8-Recreation & Open Space- identifies the future recreational areas, facilities, and program needs of the City as reflected in the goals and objectives set forth in the Comprehensive Plan. Included is an analysis of existing parks and facilities and future needs.

In addition to approval of the above elements, the City Commission shall vote on the entire Comprehensive Plan update, for the required submittal to the State of Florida land planning agency. The final vote on the Comprehensive Plan will take place after review by the State.

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

June 28, 2022

The Honorable Bill Ganz
Mayor, City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441

Dear Mayor Ganz:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the City of Deerfield Beach (Amendment No. 22-01ER), which was received and determined complete on May 2, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection.

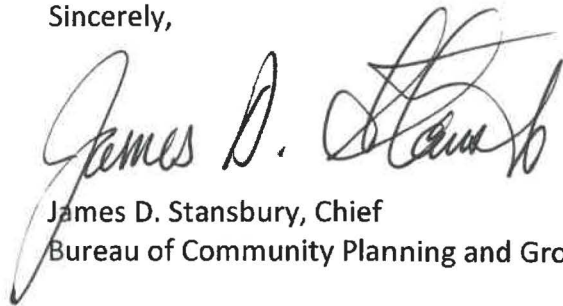
The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Department staff is available to assist the City to address the objection. If you have any questions related to this review, please contact Matthew Preston, Planning Analyst, by telephone at (850) 717-8490 or by email at matt.preston@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, reading "James D. Stansbury". The signature is fluid and cursive, with the first name "James" being the most prominent.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mp

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Eric M. Power, AICP, LIAF, Planning and Development Services Director
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

**Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
City of Deerfield Beach 22-01ER**

The Department of Economic Opportunity has identified an objection regarding the City of Deerfield Beach's proposed comprehensive plan amendment. The objection is provided below, along with recommended actions the City could take to resolve issues of concern. If the City adopts the plan amendment without adequately addressing the objection, the Department may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S.

Department staff has discussed the basis of the report with local government staff and is available to assist the City to address the objection.

I. Objection:

Objection 1: Coastal Management Element Update (Peril of Flood)

The proposed evaluation and appraisal review-based comprehensive plan amendment includes policies that address the requirements of Section 163.3178(2)(f)1., 3., and 6., Florida Statutes (F.S.). However, the amendment does not completely address the requirements of Section 163.3178(2)(f)2., 4., and 5., F.S., regarding the perils of flood.

Section 163.3178(2)(f)2., 4., and 5., requires the Coastal Management Element to include the following:

(f) A redevelopment component that outlines the principles that must be used to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The component must:

2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.
4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C. F. R. part 60.
5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.

Statutory Authority: Sections 163.3177(1)(f), 163.3178(2)(f)2., 4., and 5., and 163.3184 F.S.

Recommendation: To comply with Section 163.3178(2)(f)2., 4., and 5., F.S., the amendment must be revised prior to adoption to include policies within the Coastal Management Element to require development and redevelopment within the coastal area to:

- *Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.*
- *Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C. F. R. part 60.*
- *Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.*

The Department's staff are available to provide further assistance with these planning efforts, including providing examples of policies adopted by other communities to address the peril of flood requirements.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://floridajobs.secure.force.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

From: [Plan Review](#)
To: [Eubanks, Ray](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Deerfield Beach 22-01ER Proposed
Date: Friday, May 27, 2022 3:44:16 PM
Attachments: [image002.png](#)

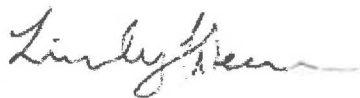
To: Ray Eubanks, DEO Plan Review Administrator

Re: Deerfield Beach 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



From: [Hymowitz, Larry](#)
To: [DCPexternalagencycomments](#); [Eric Power](#)
Cc: [Gavin, Paul](#)
Subject: [EXTERNAL] - Deerfield Beach 22-1ESR - FDOT District Four Review
Date: Tuesday, May 31, 2022 3:32:31 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

I am writing to advise you that the Department will not be issuing formal comments for the proposed Deerfield Beach Comprehensive Plan amendment with DEO reference number 22-1ESR related to the proposed Property Rights Element.

The Department requests one electronic copy, in Portable Document Format (PDF), of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents.

Thank you.



Larry Hymowitz

Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us



Together our actions have the power to save lives!



From: [Gordon, Glennika](#)
To: [Eric Power](#)
Cc: [Adrian Mocanu](#); [Hamid Nikvan](#); [Stephen Graham](#); [DCPexternalagencycomments](#); [Corvin, Kelly D.](#); [bblakeboy@broward.org](#); [jsesodia@broward.org](#); [isabelc@sfrpc.com](#); [Kathe Lerch](#)
Subject: [EXTERNAL] - City of Deerfield Beach, DEO #22-1ER, Comments on Proposed Comprehensive Plan Amendment
Date: Tuesday, May 24, 2022 2:46:23 PM

Dear Mr. Power:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by the City of Deerfield Beach (City). The package includes the City's Evaluation and Appraisal Report (EAR) Amendment, as well as an update to the Water Supply Facilities Work Plan, and the Property Right Element. There appear to be no regionally significant water resource issues; therefore, the District forwards no comments on the proposed amendment package.

The District requests that the City forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov. Please contact me if you have any questions or need additional information.

Sincerely,

Ms. Glennika Gordon, Policy and Planning Analyst.
South Florida Water Management District
Water Supply Implementation Unit
3301 Gun Club Road
West Palm Beach, FL 33406
Phone: 561-682-2544
Fax: 561-681-6264
E-Mail: ggordon@sfwmd.gov

**BROWARD COUNTY PLANNING COUNCIL STAFF
COURTESY REVIEW REPORT**

**CITY OF DEERFIELD BEACH
July 2022**

The following report identifies the deficiencies within the City of Deerfield Beach Future Land Use Element (FLUE) that will require remediation prior to the adoption of the proposed text amendment in order to bring the City's Plan into substantial conformity with the BrowardNext - Broward County Land Use Plan (BCLUP). If remediation is not addressed prior to adoption and recertification, the City will be subject to a provisional recertification which will require remediation within one (1) year of the recertification public hearing.

IMPLEMENTATION REGULATIONS AND PROCEDURES

Required Action: Amend the City's FLUE to include Development Review Requirements, Local Land Development Regulations and Procedures and Other Land Development Regulations and Procedures for Implementation of Local Land Use Plans consistent with the BCLUP.

MONITORING AND ENFORCEMENT PROCEDURES

Required Action: Amend the City's FLUE to include Monitoring and Enforcement Procedures consistent with the BCLUP.

POLICIES

Required Action: Amend the City's FLUE to address the following Policies of the BCLUP:

- Policies 2.2.4, 2.2.7 and 2.2.8 (Residential)
- Policy 2.5.5 (Parks/Conservation)
- Policy 2.10.1 (Compatibility)
- Policies 2.11.3 and 2.11.8 (Public Facilities and Services)
- Policy 2.12.2 (Disaster Planning and Post-Disaster Redevelopment)
- Policies 2.15.1, 2.15.2 and 2.15.3 (Public School Concurrency)
- Policy 2.16.2 (Affordable Housing)
- Policies 2.17.5 and 2.17.6 (Transportation Rights-of-Way/Trafficways Plan)
- Policies 2.24.2 and 2.24.4 (Water Resources Management)
- Policy 2.27.3 (Beaches and Rivers)

Required Action: Amend the City's FLUE policies consistent with the BCLUP:

- Page 5, Policies 1.1.4 and 1.1.5 – These policies will satisfy BCLUP Policy 2.17.1 if it is modified to address all development, not just commercial development.
- Pages 18, 27 and 31, Policies 2.1.9, 2.1.10, 5.1.3, 5.1.4 and 5.7.3 – Specific policy references for the Utilities Element must be maintained or they will not satisfy the relevant BCLUP Policy.
- Page 28, Policy 5.2.2 – Specific policy references for the Conservation Element must be maintained or they will not satisfy the relevant BCLUP Policy.

ADDITIONAL NOTES

Optional Action/General Comments:

Page 6, Policy 1.2.6 The intent of this policy is unclear.

Page 6, Policy 1.3.2 Add “BCLUP” after BrowardNext.

Pages 12-13, Objective 1.8 and its Policies – This language already exists in the current certified Plan; recommend removing underlining.

Pages 13-17, Objective 1.9 and its Policies – The related BCLUP policies are in the process of being revised; suggest adopting BCLUP proposed policies instead of the current version. The purpose of adding the Activity Center category is unclear, since the City is maintaining the individual TOC, TOD, MU-R and LAC categories.

Page 23, Policy 3.2.2 – The 10 gross acre minimum is more restrictive than the BCLUP; consider removing this restriction. For number (3), revise BCLUP Policy reference to Policy 2.2.5. For number (9), consider removing the 10 gross acre restriction and revise Planning and Development Management Division to Urban Planning Division.

Page 32, Policy 5.7.2 – Revise policy reference number to 5.11.2.

Page 68 (5)(a) – Since the City has a unified flexibility zone boundary, any reference to individual flexibility zones is no longer necessary.

Page 70 – Delete “Group Home III” reference and add “3” to the relevant Special Residential Facility Category. Consider removing “bedrooms” and adding “regardless of the number of kitchens or baths” as SFR(3) are calculated using sleeping rooms only.

Page 71 – Recertify Future Land Use Map to include the High Residential Category and the renaming of High to the Medium-High Residential Category. Consider removing “Irregular” from the Dashed-line area definition, as these are separate concepts.

Page 72 – Commerce Category – The implementation of the Commerce category, while maintaining the Commercial, Commercial-2, Employment Center, Industrial and Office Park categories is unclear and could create inconsistencies within your own plan. Further, the City is excluding industrial uses, but they are permitted per the description/introduction.

Page 74 – (13) add “excluding electrical power plants.”

Page 75 – Referencing the BCLUP Commerce category under the City’s Commercial-2 designation is unclear, especially since the City’s Commerce category excludes industrial uses and is therefore more restrictive than the BCLUP.

Page 77 – (9) Referencing the BCLUP Commerce category under the City’s Employment Center designation is unclear.

Page 81 – Consider adding community facility and utility uses up to 5 acres under the Recreation – Open Space category per BCLUP permitted uses.

Pages 84-85 – Local Activity Center and Mixed Use – Residential - This language already exists in the current certified Plan; recommend removing underlining. Revise Objective reference to 1.8.

Page 87 – Transit Oriented Corridor and Transit Oriented Development – Update policy references.

Page 88 – Article 8 of the BCLUP no longer exists; recommend removing this reference. Utilities (4) add “excluding electrical power plants.”

Pages 90-91 – Section D.7, Chapter IV of the BCLUP no longer exists; recommend removing this reference. Revise reserve unit reference to redevelopment units and update to reflect unified flexibility zone.

Page 91 – Platting exemptions should reference Article 4 of the Administrative Rules Document.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1551

Agenda Date: 11/15/2022

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2023-009: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A DEPARTMENTAL BUDGET TRANSFER IN THE AMOUNT OF \$702,395 WITHIN THE GENERAL FUND; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$114,655 FOR THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on the Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Florida Statute, 166.241(5)(c), the governing body of each municipality at any time within a fiscal year or within 60 days, may amend the budget for a purpose not specifically authorized in paragraph 166.241(5)(a) or paragraph (b), in the same manner as the original budget was approved. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission, by ordinance, may make supplemental appropriations for the year up to the amount of such excess.

Current Activity

Budget transfers between departments are being proposed to cover expenditure results as follows:

The Office of Public Safety – The Fire Pension Plan's required local contribution for FY2022 came in higher than projected. The budget is based on the prior fiscal year Pension Plan Actuarial Valuation Report. The City receives the actual required contribution amount in the third quarter of the fiscal year. Savings from the Non-Departmental budgeted state pension contributions are being used to cover this expense.

Non-Departmental – Actual expenditures for the Police and Fire State Pension Contribution were less than budgeted. The excess budget appropriation is being used to cover the local pension contribution overage in the Office of Public Safety. The budget is based on the prior fiscal year Pension Plan Actuarial Valuation Report. The remaining negative budget appropriation related to the vacancy credit was absorbed into the Parks and Recreation Department. The net impact to non-departmental is zero.

Parks and Recreation Department – Net budget reduction to absorb the vacancy credit budgeted for the General Fund. The negative budget amount of \$880K was originally budgeted in Non-Departmental.

The Tree Preservation Trust Fund – the excess of actual expenditures of \$114,665 can be covered by the available fund balance for this fund. As of the FY2021 audit, the Tree Preservation Trust Fund had a fund balance of approximately \$640K.

Recommendation

Staff recommends adoption of the Ordinance.

ORDINANCE NO. 2022/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A DEPARTMENTAL BUDGET TRANSFER IN THE AMOUNT OF \$702,395 WITHIN THE GENERAL FUND; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$114,655 FOR THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2022; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, pursuant to Section 5.05(3) of the City Charter, upon written request approved by the City Commission, the City Manager may transfer part or all of any unencumbered appropriation balance from one department, office or agency to another; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes a Fiscal Year 2022 budget transfer and a supplemental appropriation as follows: (i) a budget transfer between Departments within the General Fund (from Parks and Recreation to Office of Public Safety) in the total amount of \$702,395, and a (ii) supplemental appropriation in the amount of \$114,655 for the Tree Preservation Trust Fund (collectively, the "Amendment"); and

WHEREAS, City staff recommends approving the Amendment to the City's budget for the fiscal year ending September 30, 2022, as set forth in the attached Exhibit "A", (the "Budget Amendment").

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

Section 1. That the above "WHEREAS" clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit "A", is

hereby approved.

Section 3. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 4. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
FINAL BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2022

GENERAL FUND			
REVENUES:	AMENDED BUDGET	BUDGET AMENDMENT	FINAL BUDGET
TOTAL REVENUES, TRANSFERS & BALANCES	140,064,068		140,064,068
EXPENDITURES:			
City Commission	458,194		458,194
City Manager	636,558		636,558
City Clerk	571,108		571,108
City Attorney	550,000		550,000
Central Services	2,652,844		2,652,844
Financial Services	3,122,535		3,122,535
Human Resources	12,551,327		12,551,327
Planning & Development Services	1,622,290		1,622,290
Information Technology Services	2,607,896		2,607,896
Community Services	2,330,698		2,330,698
Economic Development	525,005		525,005
Public Affairs & Marketing	650,737		650,737
Office of Public Safety	69,877,643	702,395	70,580,038
Sustainable Management	1,298,986		1,298,986
Environmental Services	2,587,765		2,587,765
Parks & Recreation	14,894,549	(702,395)	14,192,154
Non-Departmental	11,922,136		11,922,136
Community Participation	125,000		125,000
Debt Service	1,078,797		1,078,797
TOTAL EXPENDITURES	130,064,068		130,064,068
Transfer Out	2,800,000		2,800,000
Fund Balances/Reserves/Net Assets	7,200,000		7,200,000
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	140,064,068		140,064,068

TREE PRESERVATION TRUST FUND			
REVENUES:	AMENDED BUDGET	BUDGET AMENDMENT	FINAL BUDGET
TOTAL SOURCES	56,195		56,195
Fund Balances/Reserves		114,655	114,655
TOTAL REVENUES, TRANSFERS & BALANCES	56,195	114,655	170,850
EXPENDITURES:			
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	56,195	114,655	170,850

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

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, November 15, 2022** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) propose to adopt the following ordinances:

P.H. 2023-009: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A DEPARTMENTAL BUDGET TRANSFER IN THE AMOUNT OF \$702,395 WITHIN THE GENERAL FUND; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$114,655 FOR THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CONFLICTS, SEVERABILITY 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, by phone: 954.480.4213, or e-mail: web.clerk@dfb.city. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, November 4, 2022



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1569

Agenda Date: 11/15/2022

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2022/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Barri McMillion, Lawanna Strowbridge, Diane Chisholm, Annette Mitchell, and Sandra Jackson to the African American Heritage Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 20, 2020, the City Commission adopted Resolution No. 2020/146, (the "Resolution") which created the African American Heritage Board (the "Board") in accordance with Section 3.12(2) of the City Charter. The Board was established as a special purpose limited time advisory board, with the purpose of providing recommendations to the City for events to celebrate and promote African American history. The Board was scheduled to sunset on September 30, 2022.

At the September 14, 2022 Commission Meeting, the City Commission unanimously voted to adopt an Ordinance establishing the African American Heritage Committee as an advisory committee to the Commission. Pursuant to the Ordinance, the Committee shall be composed of no more than 10 members, with up to five regular members and five alternate members. The Mayor and each Commissioner may appoint one (1) regular member and one (1) alternate member. All appointments shall be subject to approval by a majority of the City Commission. Committee members shall be residents of the City and shall serve two-year terms. A majority of the Committee members appointed shall constitute a quorum.

Current Activity

For the benefit of continuity, each elected official has decided to nominate members from the African American Heritage Board. Five (5) of the previous Board members have expressed interest in serving on the Committee and have been nominated as follows:

Mayor Bill Ganz - Barri McMillion
Vice Mayor Michael Hudak - Lawanna Strowbridge
Commissioner Ben Preston - Diane Chisholm
Commissioner Bernie Parness - Annette Mitchell
Commissioner Todd Drosky - Sandra Jackson

Upon approval of the appointments, the Committee will have a total of five regular members and no

alternate members.

Recommendation

Approval is recommended.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING BARRI MCMILLION,
LAWANNA STROWBRIDGE, DIANE CHISHOLM, ANNETTE
MITCHELL, AND SANDRA JACKSON TO THE AFRICAN AMERICAN
HERITAGE COMMITTEE; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, on October 20, 2020, the City Commission adopted Resolution No. 2020/146, which created the African American Heritage Board (the “Board”) in accordance with Section 3.12(2) of the City Charter; and

WHEREAS, the Board was established as a special purpose limited time advisory board, with the purpose of providing recommendations to the City for events to celebrate and promote African American history; and

WHEREAS, the Board was scheduled to sunset on September 30, 2022; and

WHEREAS, on September 14, 2022, the City Commission approved Ordinance 2022/021, creating the African American Heritage Committee (“Committee”) in accordance with Section 3.12(1) of the City Charter; and

WHEREAS, the Committee is empowered to provide recommendations and input to the City for events recognizing and celebrating African American history relating to Martin Luther King Jr. Day, Juneteenth, and Black History Month; and

WHEREAS, the Committee shall be composed of no more than ten members, including up to five regular members and five alternate members, appointed by and serving at the pleasure of the City Commission for two-year terms; and

WHEREAS, Barri McMillion, Lawanna Strowbridge, Diane Chisholm, Annette Mitchell, and Sandra Jackson have been nominated to serve as regular members of Committee.

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

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

Section 2. Barri McMillion, Lawanna Strowbridge, Diane Chisholm, Annette Mitchell, and Sandra Jackson are hereby appointed to serve as regular members of the African American Heritage Committee of the City of Deerfield Beach for two-year terms ending November 15, 2024.

Section 3. 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:

The attached application from for the

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.

Signature:

Date:

10/06/22

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.



September 21, 2022

Barri McMillion
456 NW 1st Terrace
Deerfield Beach, FL 33441

RE: African American Heritage Board

Dear Ms. McMillion:

Your current term on the **African American Heritage 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 African American Heritage Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

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

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

Sincerely,

Heather Montemayor, CMC
Assistant City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by September 30, 2022. A self-addressed envelope is enclosed for your convenience.

☒

I would like to serve another term on the African American Heritage Board.

☐

I can no longer serve.


Barri McMillion (sign here)



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Afro American Heritage Board

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

Name Barri McMillon

Address 456 NW 1st Terrace

City Deerfield Beach

State

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone (954) 461-0467

Work/Mobile Phone (954) 461-0467

E-mail mcmillonb@aol.com

Employer State of Florida, Department of Health

Address 780 SW 24th Street, Ft. Lauderdale, FL 33315

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

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

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Masters's Degree: Health Care Administration,

Professional: Certification(s)

State Certification: Contract Management

Certification: Project Management

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

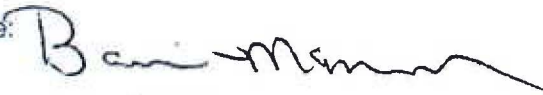
Delta Sigma Theta Sorority - Immediate Past President; National Council of Negro Women, Inc. -me

Organizations: Memberships

Reaching After Destiny/Radiant Living Worship Center - Community Outreach Coordinator
NAACP- member

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 01/14/20

Print Name: Barri McMillon

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

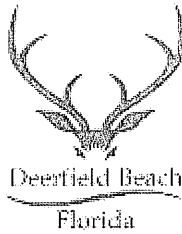
Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



**CITY OF DEERFIELD BEACH
RECEIVED**

OCT 28 2022

CITY CLERK'S OFFICE

Nominating Form

Application for Appointment to Board or Committee

Date: October 20, 2022

The attached application from Lawanna Strowbridge for the

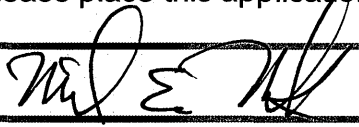
African American Heritage Board

has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 10/27/2022

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.



September 21, 2022

Lawanna Strowbridge
289 SW 2nd Court
Deerfield Beach, FL 33441

RE: African American Heritage Board

Dear Ms. Strowbridge:

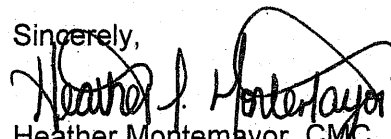
Your current term on the **African American Heritage Board** of the City of Deerfield Beach expires on September 30, 2022. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

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

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

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

Sincerely,


Heather Montemayor, City Clerk
Assistant City Clerk

HM/tb

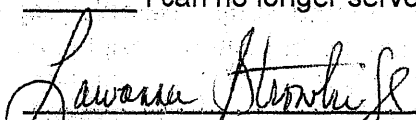
Please return the letter with your reply to the City Clerk's office by September 30, 2022. A self-addressed envelope is enclosed for your convenience.

☒

I would like to serve another term on the African American Heritage Board.

☐

I can no longer serve.


Lawanna Strowbridge (sign here)

Deerfield Beach
Florida

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Yes



No



Name Lawanna Stroubridge

Address 289 SW 2nd Court

City Deerfield Beach

State Florida

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year-Round Resident?

Yes



No



If No, how many months are you away?

Home Phone (954) 482-6694

Work/Mobile Phone (954) 290-5000

E-mail lawblessed@aol.com

Employer Broward County Public Schools

Address 600 SE 3rd Ave, Fort Lauderdale, FL 33301

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

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

MLK Committee; Black Heritage

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REV 05/2020

NOV - 2 2020

CITY CLERK'S OFFICE

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

- Bachelor of Science: Psychology / minor in Criminal Justice
- Masters Degree: Master of Education in Teaching and Learning: Leadership
- + Doctorate Degree: Theology - Masters Degree Theology

Professional: Certification(s)

- School of Ministry
- Crisis Counseling
- + Licensed Realtor

Knowledge: Training, interest or experience

- | | |
|---------------------|--|
| + Community Service | - Counseling |
| - Foster Parent | - Crisis Counselor |
| - Domestic Violence | - Assisting Single Mothers with Children |
| | - Helping At Risk Youth |

Community Involvement: List organizations/positions

- President/CEO of South Florida Family Resource Center Deerfield Beach, Inc. (2003 - Current)
- President/CEO of Lawanna Strawbridge Ministries Intl, Inc. (2004 - Current)
- + MLK Committee: Black Heritage Also was in Collaboration with Faith Base * Chairman: these organizations in Broward County

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Lawanna Strawbridge

Date: 10/30/2020

Print Name:

Lawanna Strawbridge

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Fax: 954-480-4323

Website: www.deerfield-beach.com

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed



Nominating Form

Application for Appointment to Board or Committee

Date:

The attached application from for the

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.

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.



September 21, 2022

Diane Chisholm
375 NW 7th Court
Deerfield Beach, FL 33441

RE: African American Heritage Board

Dear Ms. Chisholm:

Your current term on the **African American Heritage 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 African American Heritage Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

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

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

Sincerely,

Heather Montemayor, CMC
Assistant City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by September 30, 2022. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the African American Heritage Board.

☐ I can no longer serve.



Diane Chisholm (sign here)



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Yes



No



Name *Diane Chisholm*

Address *375 NW 7th Court*

City *Deerfield Beach*

State *Florida*

Zip *33441*

I reside in District # *2* (can be found on back of your Voter Registration Card)

Year-Round Resident?

Yes



No



If No, how what months are you away?

Home Phone

N/A

Work/Mobile Phone

954-263-1624

E-mail

dchishol5@aol.com

Employer

JM Family Enterprises

Address

111 Jim Moran Blvd Deerfield Beach FL 33441

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

Office Manager

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

Deerfield Beach Housing Board

CITY OF DEERFIELD BEACH
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Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

I am an Active community service member where I make myself available to assist community Residents where I can.

Professional: Certification(s)

Disney certified Customer Service Certified

Knowledge: Training, interest or experience

- Purchasing Management
- Customer Service Management
- Medical office Management
- Community Social worker
- PTA Leader
- Community Volunteer

Community Involvement: List organizations/positions

Feed The Hungry w/ Bani Special yearly Thanksgiving Event
Deerfield Beach High School Boosted Club
MLK committee, African American Achievers

Organizations: Memberships

NAACP
Youth on the Move

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Diane Chisholm

Date:

11/03/2020

Print Name:

Diane Chisholm

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed

- It would be great if the communication teams with the City of Deerfield could work closer with the African Cultural Board.

The Board really could use help with communication with the community. Thanks Diane

- The African Cultural Board could also use help with getting Entertainment for the community

The City usually has contacts and it would be great to work together

Thanks



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OCT 24 2022

CITY CLERK'S OFFICE

Nominating Form

Application for Appointment to Board or Committee

Date: October 20, 2022

The attached application from Annette Mitchell for the

African American Heritage Board

has been received.

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

☒ Regular Member

☐ Alternate Member

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

Bernard Parness 10/21/22

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.



September 21, 2022

Annette Mitchell
235 SW 3rd Court
Deerfield Beach, FL 33441

RE: African American Heritage Board

Dear Ms. Mitchell:

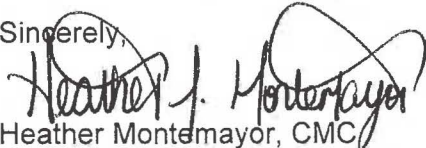
Your current term on the **African American Heritage Board** of the City of Deerfield Beach expires on September 30, 2022. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

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

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

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

Sincerely,


Heather Montemayor, CMC
Assistant City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by September 30, 2022. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the African American Heritage Board.

☐ I can no longer serve.


Annette Mitchell
Annette Mitchell (sign here)

Deerfield Beach
Florida

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Yes



No



Name Annette Mitchell

Address 235 S.W. 3rd Court

City Deerfield Beach

State Florida

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year-Round Resident?

Yes



No



If No, how what months are you away?

Home Phone 754-422-9698

Work/Mobile Phone 954-425-8449
754-367-3848

E-mail amitchellgreat@gmail.com

Employer Great Expectations By Annette

Address 235 SW 3 Court
Deerfield Beach, FL. 33441

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

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

Census Board
D.B.N.A Board of Commissioners
Family Empowerment

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NOV - 2 2020

REV 05/2020

CITY CLERK'S OFFICE

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

FAU - Boca Raton, FL - Certification Event Coordinator 2009
Commissioner Certification 2014

Professional: Certification(s)

Professional Development Certifications - 2015
NAHRO Commissioners Certification - 2016

Knowledge: Training, interest or experience

Leadership, Project Management, Budgeting Expertise &
Public Relations, Event Coordinator

Community Involvement: List organizations/positions

Mango Festival Event Coordinator Resident Organization - Ann.
Family Empowerment - President Advocates
Yards of Stanley's

Organizations: Memberships

MLK, Family Empowerment, Jr League, Man in the Mirror

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: Annette Mitchell

Date: Oct. 29, 2020

Print Name: Annette Mitchell

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed



Nominating Form

Application for Appointment to Board or Committee

Date:

The attached application from for the
 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.

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.



September 21, 2022

Sandra Jackson
386 SW 35th Avenue
Deerfield Beach, FL 33442

RE: African American Heritage Board

Dear Ms. Jackson:

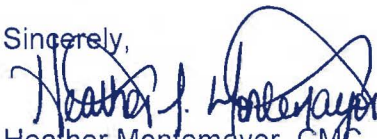
Your current term on the **African American Heritage Board** of the City of Deerfield Beach expires on September 30, 2022. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

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

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

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

Sincerely,

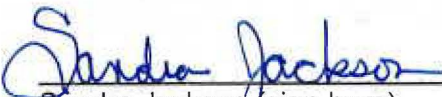

Heather Montemayor, CMC
Assistant City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by September 30, 2022. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the African American Heritage Board.

☐ I can no longer serve.


Sandra Jackson (sign here)



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Yes



No



Name Sandra Jackson

Address 386 SW 35th Ave

City DFLD BCH

State FLA

Zip 33441

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

District 4, but have
Property in 2

Year-Round Resident?

Yes



No



If No, how what months are you away?

Home Phone 954-234-3252

Work/Mobile Phone

E-mail blessedlilly@hotmail.com

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Employer N/A

Address

NOV - 3 2020

CITY CLERK'S OFFICE

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

Bellsouth

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

Packer Rattles.

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

High School Diploma
Some College, Vocational

Professional: Certification(s)

Knowledge: Training, interest or experience

Business, Payroll

Community Involvement: List organizations/positions

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: 11/2/2020

Print Name: Sandra Jackson

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1567

Agenda Date: 11/15/2022

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 and authorizing execution of the Municipal Election Agreement with the Broward County Supervisor of Elections in an amount not to exceed \$150,000.00 for the March 14, 2023 Municipal Election and Referendum Election regarding the sale of city property; providing for implementation and an effective date. (*Funds from Account #001-0308-513-32-99 - 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: Not-to-exceed \$150,000

Account Name: Other Contractual Services

Account Number: 001-0308-513-32-99

Background/History

The Supervisor of Elections Office has continually provided services to localities throughout Broward County to assist in handling election needs. Currently, Joe Scott serves as the Supervisor of Elections and has changed the methodology for calculating the election costs; whereas, costs are based on total registered voters at \$2.79 per voter. Although this will increase the costs for our general election, the SOE will continue to handle tasks such as equipment delivery and pickup, training and payment for all poll workers, and other requirements as outlined in the Florida Statutes.

Additionally, the SOE provided an estimated cost of \$66,100 in January 2022 for an election for Districts 1 and 2 only; however, the City anticipates submitting a referendum question to the electors of the City relating to the sale of City property, which requires all 24 polling places be open, increasing the cost to a not to exceed amount of \$150,000.

Recommendation

Based on the service provided by the SOE, staff recommends approval of the Agreement.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE MUNICIPAL ELECTION AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE MARCH 14, 2023 MUNICIPAL ELECTION AND REFERENDUM ELECTION REGARDING THE SALE OF CITY PROPERTY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Broward County Supervisor of Elections has the legal authority to provide expertise, personnel, and equipment to assist a municipality in overseeing election needs, including the selection, engagement and provision of poll workers in the City of Deerfield Beach’s municipal election and referendum election; and

WHEREAS, in addition to the scheduled municipal election, the City anticipates submitting a referendum question to the electors of the City relating to the sale of City property on the March 14, 2023 election ballot; and

WHEREAS, the City desires to enter into the Municipal Election Agreement, attached as Exhibit “A”, (the “Agreement”) with the Broward County Supervisor of Elections (“Supervisor”) in an amount not to exceed \$150,000.00, wherein the Supervisor will have the authority to engage poll workers and to conduct the City’s municipal election and referendum election on March 14, 2023.

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 Municipal Election Agreement with the Supervisor, attached as Exhibit “A”, in an amount not to exceed \$150,000.00.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is made and entered into by and between Joe Scott, as Broward County Supervisor of Elections ("Supervisor"), and _____, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

Recitals

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor's duties, functions, and responsibilities are the engagement, training, and assigning of individuals to work at Polling Places (as hereinafter defined), including voting systems technicians, poll clerks, inspectors, poll deputies, and members of elections boards (collectively, "Poll Workers"), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification for office, conducting municipal elections, the municipalities' obligation to Supervisor for the payment of costs associated with municipal elections, and other matters affecting all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes, and the procurement and payment of Poll Workers. Municipality is responsible for such election costs whether its election is held as a Stand-Alone Election (as defined below), or when Municipality's election is part of a state or federal election (i.e., at the same time as a Presidential Preference Primary Election, August Primary Election, or November General Election).

D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s). Municipality desires to delegate to Supervisor the power, duty, and authority to select and train Poll Workers and to conduct Municipality's election(s) pursuant to the terms, conditions, and provisions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1

Definitions

1.1 **Applicable Law** means all applicable federal, state, county, municipal, or government entity rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapters 75-350, Laws of Florida (Special Acts of 1975), the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2 **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections as described in Article 2 of this Agreement, other services specified in Exhibit A, and additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.3 **Florida Election Code** means Chapters 97 through 106, Florida Statutes, as amended from time to time.

1.4 **Municipal Election(s)** means the Municipality's elections within the scope of and provided for in Article 2 of this Agreement or any amendment to this Agreement.

1.5 **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot and there is no early voting period.

1.6 **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Places on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on the Supervisor's website at: <https://www.browardvotes.gov/Poll-Worker-Information/Become-a-Poll-Worker>.

1.7 **Polling Place(s)** means a building designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

ARTICLE 2

Duties of Supervisor

2.1 **Municipal Elections.** Municipality hereby engages Supervisor to perform the Election Services for Municipality's elections to be held in 2023 as more fully described in this article. The Parties may identify additional municipal election(s) for which Supervisor shall perform Election Services ("Additional Municipal Election(s)") upon written approval of both Supervisor and the authorized representative of Municipality, in which event such Additional Municipal Election(s) shall be deemed included within the scope of this Section 2.1.

2.2 **Cost Estimates.** Supervisor has provided an estimate of the costs currently associated with the Election Services in Exhibit A. For any Additional Municipal Election, Supervisor shall provide

Municipality with an estimate of costs at least seven (7) business days after the written approval required in Section 2.1. Exhibit A and all other cost estimates provided by Supervisor are merely estimates and subject to adjustment by Supervisor based on actual costs incurred. Municipality shall be responsible for all costs incurred by Supervisor in conducting Stand-Alone Elections and for the incremental cost differential associated with conducting Municipal Election(s) during a state or federal election.

2.3 Polling Places. For Stand-Alone Elections, subject to Section 3.2, Supervisor will utilize the Polling Place(s) selected by Municipality and identify same as the applicable locations for the electors in Supervisor's records as well as in any notices Supervisor is otherwise legally required to provide to electors for the applicable Municipal Election. For Municipal Elections held during a state or federal election, Supervisor will utilize Polling Places (including early voting locations) selected by Supervisor.

2.4 Poll Workers. Supervisor shall select, assign, and train an appropriate number of Poll Workers for the Municipal Elections. The number and types of Poll Workers and their assignments to Polling Places shall be determined by Supervisor in Supervisor's sole and absolute discretion.

2.5 Payment of Poll Workers. Supervisor, on behalf of Municipality, shall set the pay rate for Poll Workers and pay them as required by law. Supervisor will advise Municipality of the current pay scale for Poll Worker positions.

ARTICLE 3

Municipality's Obligations

3.1 Municipality will pay Supervisor for all costs and expenses associated with Supervisor conducting the Municipal Election(s), including all election costs as defined in Section 97.021(15), Florida Statutes, and all amounts paid or due to Poll Workers. Municipality shall timely pay Supervisor all invoices submitted by Supervisor within thirty (30) days after the date of Supervisor's invoice to Municipality. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's designee. Municipality's payment obligation includes all actual costs of Supervisor, which may be in excess of the cost estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2 For Stand-Alone Elections, no later than sixty (60) days prior to the date of the applicable Municipal Election, Municipality shall advise Supervisor in writing of any proposed Polling Places to be utilized for the election, which locations shall be subject to review and approval by Supervisor, and Municipality shall provide copies of the rental agreements or other documentation for the utilization of the Polling Places consistent with the provisions of this section. Municipality is responsible for: (a) ensuring the location(s) fully comply with Supervisor's then-existing security standards for Polling Places; (b) entering into written use or other rental

agreements for the sites utilizing a form provided by Supervisor or otherwise approved in advance by Supervisor; and (c) ensuring the locations comply with Applicable Laws.

3.3 Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with the performance of Supervisor's duties and obligations under this Agreement.

ARTICLE 4 **Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes. Nothing in this Agreement requires either Party to indemnify or insure the other Party for its own negligence or to assume any liability for the other Party's negligence. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5 **Notices and Public Records**

5.1 In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

For Supervisor:

Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
E-mail: jscott@browardsoe.org

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

For Municipality:

Email address: _____

With a copy to:

Email address: _____

5.2 Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law.

ARTICLE 6

Disputes; Governing Law, Venue, and Waiver of Jury Trial

6.1. Dispute Resolution; Attorney's Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be litigated exclusively in state or federal courts in Broward County, Florida.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7

Term; Termination

7.1 The term of this Agreement shall be from the date of its full execution (the "Effective Date") until thirty (30) days after the date of the last Municipal Election covered by this Agreement, unless earlier terminated as provided in this Agreement.

7.2 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. Except when a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon

written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, whether for cause or without cause, Supervisor shall be paid for any Election Services performed through the effective date of termination.

ARTICLE 8

Miscellaneous

8.1 **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2 **Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3 **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4 **Amendments.** No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5 **No Third-Party Beneficiaries.** Neither Supervisor nor Municipality intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **Joint Preparation and Interpretation.** This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the

context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7 Severability and Priority of Provisions. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9 Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10 Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by
and through its _____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

_____ day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

NAK/DRP/vu
2022 Municipal Election Agreement.docx
05/20/2022

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

, City Clerk

By: _____

_____ day of _____, 202__

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the
parties:

, City Attorney

EXHIBIT A
Municipal Election Cost Estimate

January 24, 2022

Samantha Gillyard, CMC
Deerfield Beach City Clerk
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Dear Ms. Gillyard:

As requested, please find below the cost estimate for having a referendum in March 2023 Municipal Election or in November 2022 General Election.

The estimated cost for the March 2023 Municipal Election is based on actual costs incurred in the March 2021 Municipal Election. All costs for a municipal election are fully covered by the municipalities. Based on the calculation, it cost \$2.79 per registered voter to execute a municipal election. Estimated cost for the March 2023 Municipal Election will be based on this "per voter" cost.

March 2023 Municipal Election (Estimate)

Municipality	Precincts	Registered Voters	Cost*	Cost (Rounded)
Deerfield Beach	24	49,308	137,328	137,400
Total	24	49,308	137,328	137,400

* Cost calculation is based on "Cost Per Registered Voter" multiplied by "Registered Voters" for each municipality.

November 2022 General Election (Estimate)

Municipality	Precincts	Registered Voters	Cost Per Registered Voter *	Cost Per Registered Voter (Rounded)
Deerfield Beach	24	49,308	34,516	34,600
Total	24	49,308	34,516	34,600

*Cost calculation is based on "Cost Per Registered Voter" multiplied by "Registered Voters" for each municipality.

Page 2 - Estimates

	B	A + B
Cost for 1 Additional Page **	Cost for 1 Additional Page (Rounded)	Total
7,396	7,400	42,000
7,396	7,400	42,000

	C	A + C
Cost for 2 Additional Pages **	Cost for 2 Additional Pages (Rounded)	Total
14,792	14,800	49,400
14,792	14,800	49,400

**Cost calculation is based on "Cost Per Additional Page" multiplied by "# of Additional Pages" multiplied by "Registered Voters" for each municipality. If the city's race(s) and/or question(s) do not add additional pages, the number of extra pages will be zero and you will only be charged \$0.70 times the number of registered voters.*

Assumptions:

- Each side of a piece of paper is a page.
- We are providing the number of registered voters in your city as of today, we will bill based on the number of registered voters at book closing - 29 days before the election.

Please contact me with any questions at 954-712-1951 or JScott@browardsoe.org.

Sincerely,



Joe Scott
Supervisor of Elections



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1616

Agenda Date: 11/15/2022

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 settlement of all claims against the City in the litigation styled *Dajauii Gardner vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$122,500.00

Account Name: General Liability Legal

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

Background/History

Dajauii Gardner ("Gardner") filed a lawsuit against the City of Deerfield Beach styled *Dajauii Gardner vs. City of Deerfield Beach*, Case No. CACE-19-025943, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that Gardner was in her vehicle stopped at a red light when she was rear-ended by a city-owned garbage truck driven by a city employee, causing her to suffer damage to, and pain in, her left knee, and seek considerable medical treatment, including knee surgery and physical therapy.

Current Activity

Gardner provided medical bills to the City totaling over \$106,000.00. Gardner is willing to settle all of her claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$122,500.00.

The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$122,500.00, including attorney's fees and costs; thereby, disposing of all claims against the City and its employees that were or could have been asserted by Gardner against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2022/

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

WHEREAS, Dajauui Gardner (“Gardner”) filed a lawsuit against the City of Deerfield Beach styled *Dajauui Gardner vs. City of Deerfield Beach*, Case No. CACE-19-025943, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that Gardner was in her vehicle stopped at a red light when she was rear-ended by a city owned garbage truck driven by a city employee causing her to suffer damage to, and pain in, her left knee, and seek considerable medical treatment, including knee surgery and physical therapy; and

WHEREAS, Gardner provided medical bills to the City totaling over \$106,000.00; and

WHEREAS, Gardner is willing to settle all of her claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$122,500.00; and

WHEREAS, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$122,500.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Gardner.

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

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

Section 2. The City Commission hereby approves the settlement of the Lawsuit for the total amount of \$122,500.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Gardner against the City or its employees.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1589

Agenda Date: 11/15/2022

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, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the Fiscal Year ending September 30, 2022; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 218.415, Fla. Stat., requires that investment activity by a unit of local government must be consistent with a written investment plan which has been adopted by the City Commission. The City's current investment policy was adopted on March 6, 2018 via Resolution 2018/045.

Current Activity

The current investment policy (the "Policy") requires certification that the City's investment portfolio is in compliance with the Policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets. A listing of securities held in the portfolio by type or class, book value, income earned and market value as of September 30, 2022 is also included.

Recommendation

Staff recommends accepting the investment and internal controls certification for the fiscal year that ended on September 30, 2022.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ACCEPTING THE INVESTMENT
POLICY AND INTERNAL CONTROLS CERTIFICATION FROM THE
CITY'S CHIEF FINANCIAL OFFICER FOR THE FISCAL YEAR ENDING
SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 218.415, Fla. Stat., requires investment activity by a unit of local government to be consistent with a written investment plan that has been adopted by the local governing body; and

WHEREAS, the City's current investment policy (the "Investment Policy") was adopted on March 6, 2018 (Resolution 2018/045) and applies to all funds held by the City on behalf of the citizens of the City of Deerfield Beach, with the exception of (i) pension fund assets, and (ii) funds whose uses are restricted by debt covenants, prior contracts or legal, regulatory or other constraints; and

WHEREAS, the Investment Policy requires annual certification that the City's investment portfolio is in compliance with the Investment Policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets; and

WHEREAS, the City's Chief Financial Officer, Stephanie Tinsley, has prepared the Investment Policy and Internal Controls Certification, attached as Exhibit "A," for the fiscal year ending September 30, 2022 (the "CFO Certification").

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 CFO Certification, attached as Exhibit "A," for the fiscal year ending September 30, 2022 is hereby accepted by the City Commission.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Exhibit A



TO: Honorable Mayor, Members of the City Commission, and City Manager

FROM: Stephanie Tinsley, Chief Financial Officer

DATE: November 15, 2022

RE: Investment Policy and Internal Control Certification

In compliance with Florida Statutes, Section 218.415, as well as the City's internal controls governing the investment of City funds, I, Stephanie Tinsley, Chief Financial Officer for the City of Deerfield Beach, do hereby certify that during the fiscal year ended September 30, 2022, the City's investment portfolio complied with the City's written investment policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets.



Memorandum

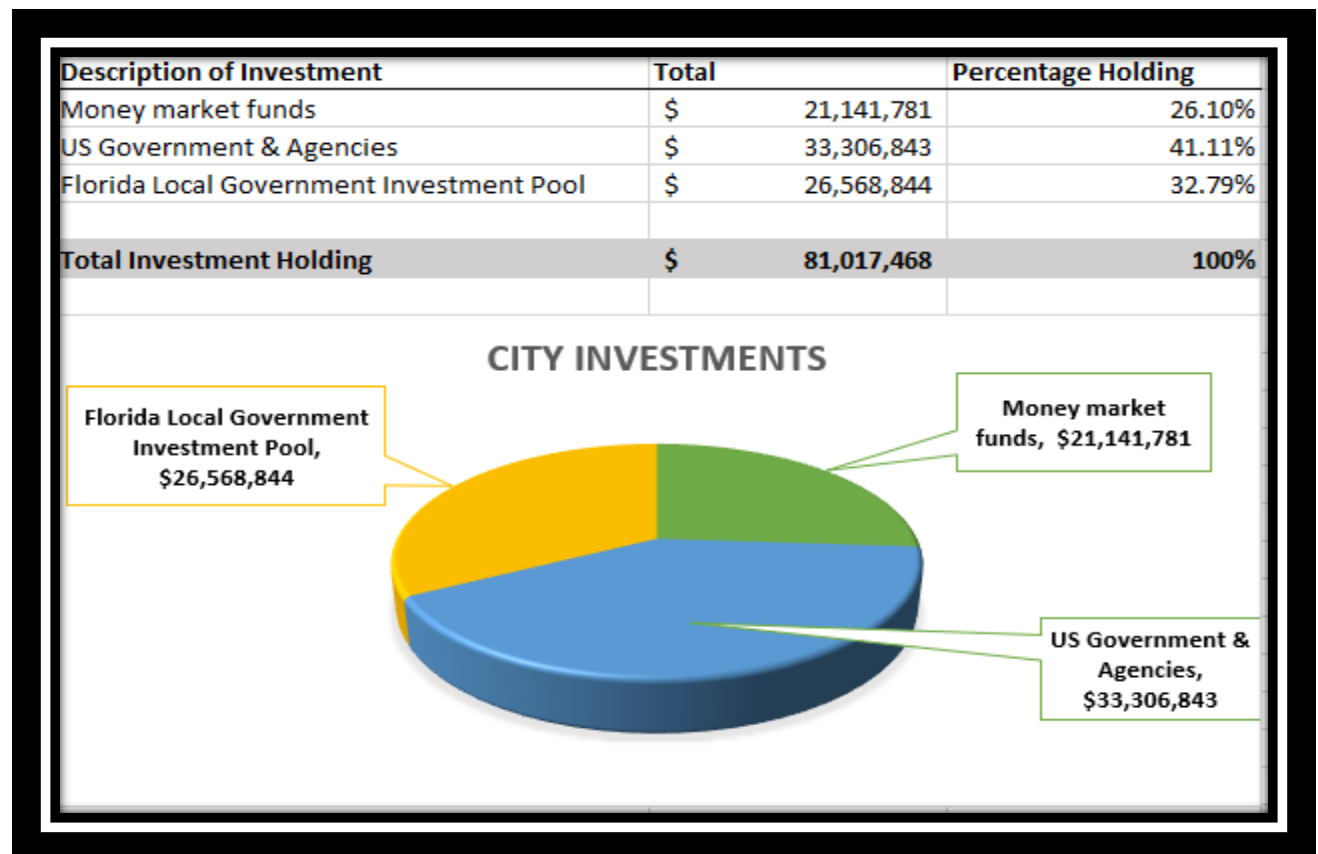
TO: David Santucci, City Manager

FROM: Stephanie Tinsley, Chief Financial Officer

DATE: October 24, 2022

RE: Quarterly Investment Report

In accordance with the City's investment policy, please find below a summary of the City's investment holdings as of September 30, 2022. A listing of individual securities is also detailed in the accompanying pages. Should you have any questions, please do not hesitate to contact me.





**State Board of Administration
Local Government Surplus Funds Trust Fund
Participant Statement**

AGENCY ACCOUNT 131051
09/01/2022 - 09/30/2022

Page 1 of 1

DEERFIELD BEACH, CITY OF

Participant Return 09/30/2022 : 2.61 %

150 N.E. 2ND AVENUE
DEERFIELD BEACH, FL 33441

Date	Transaction Type	Description	Amount	Balance
09/01/2022	BEGINNING BALANCE			36,502,599.67
09/14/2022	WITHDRAWAL	STEPHANIE TINSLEY	(10,000,000.00)	26,502,599.67
09/30/2022	EARNED INCOME	INTEREST	66,244.46	26,568,844.13
	Totals:		(9,933,755.54)	26,568,844.13

01826504

31- -12-B -66 -279-04

0405 -11-00646-04



Account Number: 4053402839
CITY OF DEERFIELD BEACH

This statement is for the period from October 1, 2021 to September 30, 2022

Questions?

If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:

JUANITA DIXON

1025 CONNECTICUT AVENUE SUITE 517

WASHINGTON DC 20036

Phone: 202-261-0784

E-mail: juanita.dixon@usbank.com



000015185 11 SP 000638332636083 S

CITY OF DEERFIELD BEACH
ATTN: FINANCE DEPARTMENT
150 NE 2ND AVENUE
DEERFIELD BEACH FL 33441

U.S. Bank National Association hereby certifies that the attached statement, furnished pursuant to 29 CFR 2520.103-5(c), is complete and accurate. However, assets marked with *** are excluded from that certification.

By: _____

A handwritten signature in black ink, appearing to be "Juanita Dixon", written over a horizontal line.

Authorized Signature



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MARKET AND COST RECONCILIATION

	09/30/2022 MARKET	09/30/2022 BOOK VALUE
Beginning Market And Cost	54,670,454.48	54,946,474.19
Investment Activity		
Interest	679,198.36	679,198.36
Realized Gain/Loss	- 432,498.05	- 432,498.05
Change In Unrealized Gain/Loss	- 335,898.30	.00
Net Accrued Income (Current-Prior)	- 17,887.43	- 17,887.43
Total Investment Activity	- 107,085.42	228,812.88
Plan Expenses		
Trust Fees	- 8,157.93	- 8,157.93
Total Plan Expenses	- 8,157.93	- 8,157.93
Net Change In Market And Cost	- 115,243.35	220,654.95
Ending Market And Cost	54,555,211.13	55,167,129.14

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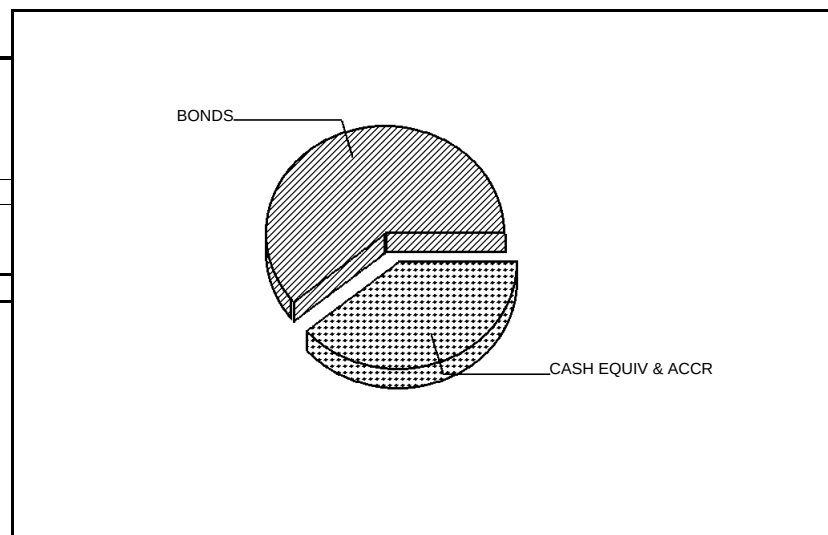
CASH RECONCILIATION

Beginning Cash		.00
Investment Activity		
Interest	679,198.36	
Cash Equivalent Purchases	- 120,289,740.71	
Purchases	- 30,913,748.05	
Cash Equivalent Sales	118,632,448.33	
Sales/Maturities	31,900,000.00	
Total Investment Activity	8,157.93	
Plan Expenses		
Trust Fees	- 8,157.93	
Total Plan Expenses	- 8,157.93	
Net Change In Cash	.00	
Ending Cash	.00	

ASSET SUMMARY

ASSETS	09/30/2022 MARKET	09/30/2022 BOOK VALUE	% OF MARKET
Cash And Equivalents	21,141,780.87	21,101,557.50	38.75
U.S. Government Issues	33,306,843.00	33,958,984.38	61.05
Total Assets	54,448,623.87	55,060,541.88	99.80
Accrued Income	106,587.26	106,587.26	0.20
Grand Total	54,555,211.13	55,167,129.14	100.00

Estimated Annual Income 605,892.68



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
Allspring Treas Plus Mm Inst 94975H296 Asset Minor Code 1	5,034,914.370	5,034,914.37 1.0000	5,034,914.37	.00 .00	6,662.46	2.67
Total Money Markets	5,034,914.370	5,034,914.37	5,034,914.37	.00 .00	6,662.46	2.66
Corporate Short Term Obligations						
Asb Fin Ltd London Brh C P 11/03/21 0020P2Y34 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 1,624.12	.00	0.00
Anglesea Fdg Plc C P 10/03/22 0347M3K37 Asset Minor Code 8	1,350,000.000	1,350,000.00 1.0000	1,346,844.38	3,155.62 3,155.62	.00	0.00
Atlantic Asset C P 2/09/22 04821UB92 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 321.00	.00	0.00
Atlantic Asset C P 12/06/22 04821UM66 Asset Minor Code 8	1,350,000.000	1,341,049.50 .9934	1,339,605.00	1,444.50 1,444.50	.00	0.00
Australia New Zealand C P 2/04/22 05253CB47 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 1,068.75	.00	0.00
Cafco LLC Disc Coml C P 12/08/22 1247P3M82 Asset Minor Code 8	300,000.000	297,948.00 .9932	297,534.58	413.42 413.42	.00	0.00
Cafco LLC Disc Coml C P 1/09/23 1247P3N99 Asset Minor Code 8	1,100,000.000	1,088,087.00 .9892	1,087,765.56	321.44 321.44	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Crown Point Cap Co C P 4/18/22 2284K1DJ9 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 596.62	.00	0.00
Crown Pt Cap Co LLC C P 11/17/22 2284K1LH4 Asset Minor Code 8	1,350,000.000	1,344,235.50 .9957	1,335,757.50	8,478.00 8,478.00	.00	0.00
Dbs Bank Ltd C P 11/08/21 23305DY82 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 852.75	.00	0.00
Dbs Bk Ltd Singapore C P 3/01/23 23305EQ14 Asset Minor Code 8	1,000,000.000	982,740.00 .9827	982,155.56	584.44 584.44	.00	0.00
Dnb Bk Asa Disc Coml C P 5/26/22 2332K1ES5 Asset Minor Code 8	.000	.00 1.0000	.00	.00 36.67	.00	0.00
Lexington Parker Cap Co C P 11/02/22 52953BL27 Asset Minor Code 8	1,350,000.000	1,346,517.00 .9974	1,340,381.25	6,135.75 6,135.75	.00	0.00
Lma S A Lma Amers LLC C P 12/03/21 53944QZ37 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 633.89	.00	0.00
Lma S A Lma Amers LLC C P 10/18/22 53944RKJ6 Asset Minor Code 8	1,000,000.000	998,710.00 .9987	996,280.00	2,430.00 2,430.00	.00	0.00
MacQuarie Bk Ltd Disc C P 10/24/22 55607LKQ6 Asset Minor Code 8	1,350,000.000	1,347,556.50 .9982	1,340,550.00	7,006.50 7,006.50	.00	0.00
Mont Blanc Cap Corp C P 1/17/23 6117P5NH6 Asset Minor Code 8	1,000,000.000	988,280.00 .9883	987,400.00	880.00 880.00	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Mountcliff Fdg LLC Disc C P 1/24/22 62455BAQ8 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 574.17	.00	0.00
Mountcliff Fdg LLC Disc C P 10/17/22 62455BKH7 Asset Minor Code 8	1,350,000.000	1,348,366.50 .9988	1,347,806.25	560.25 560.25	.00	0.00
National Bk Cda Disc C P 1/07/22 63307MA74 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 604.50	.00	0.00
Old Line Fdg LLC Disc C P 1/24/23 67983UNQ2 Asset Minor Code 8	1,350,000.000	1,333,138.50 .9875	1,331,784.38	1,354.12 1,354.12	.00	0.00
Oversea Chinese Bkg C P 10/01/21 69034AX15 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 738.50	.00	0.00
Salisbury Receivables C P 11/28/22 79490BLU8 Asset Minor Code 8	1,350,000.000	1,342,818.00 .9947	1,339,587.00	3,231.00 3,231.00	.00	0.00
Sheffield Receivable C P 11/10/21 82124LYA4 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 301.50	.00	0.00
Toronto Dominion Bk C P 5/19/22 89119BEK8 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 46.50	.00	0.00
United Overseas Bk Ltd C P 2/14/22 91127QBE8 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 726.04	.00	0.00
Versailles Coml Paper C P 11/02/22 92512ML23 Asset Minor Code 8	1,000,000.000	997,420.00 .9974	993,191.67	4,228.33 4,228.33	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Corporate Short Term Obligatio	16,200,000.000	16,106,866.50	16,066,643.13	40,223.37 32,171.70	.00	0.00
Total Cash And Equivalents	21,234,914.370	21,141,780.87	21,101,557.50	40,223.37 32,171.70	6,662.46	0.63
US Government Issues						
U S Treasury Nt 0.125% 10/31/22 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CAR2 Asset Minor Code 21	3,000,000.000	2,993,970.00 99.7990	3,000,468.75	- 6,498.75 - 6,390.00	1,569.29	0.13
U S Treasury Nt 0.125% 11/30/22 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CAX9 Asset Minor Code 21	2,500,000.000	2,487,900.00 99.5160	2,500,195.31	- 12,295.31 - 11,700.00	1,050.20	0.13
U S Treasury Nt 0.125% 2/28/23 Standard & Poors Rating: N/A Moody's Rating: N/A 91282CBN0 Asset Minor Code 21	2,700,000.000	2,659,608.00 98.5040	2,700,210.94	- 40,602.94 - 38,394.00	279.85	0.13
U S Treasury Nt 0.125% 8/31/23 Standard & Poors Rating: N/A Moody's Rating: N/A 91282CCU3 Asset Minor Code 21	3,000,000.000	2,888,790.00 96.2930	2,901,562.50	- 12,772.50 - 12,772.50	321.13	0.13
U S Treasury Nt 0.875% 1/31/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CDV0 Asset Minor Code 21	1,000,000.000	955,350.00 95.5350	963,984.38	- 8,634.38 - 8,634.38	1,474.18	0.92

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 1.750% 2/28/22 Standard & Poors Rating: N/A Moody's Rating: WR 912828J43 Asset Minor Code 21	.000	.00 100.0000	.00	.00 19,004.89	.00	0.00
U S Treasury Nt 2.000% 11/30/22 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828M80 Asset Minor Code 21	900,000.000	898,281.00 99.8090	917,437.50	- 19,156.50 - 19,156.50	6,049.18	2.00
U S Treasury Nt 1.750% 1/31/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828P38 Asset Minor Code 21	2,600,000.000	2,583,412.00 99.3620	2,658,601.56	- 75,189.56 - 71,422.00	7,665.76	1.76
U S Treasury Nt 1.625% 4/30/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828R28 Asset Minor Code 21	2,650,000.000	2,613,138.50 98.6090	2,713,144.53	- 100,006.03 - 96,168.50	18,020.72	1.65
U S Treasury Nt 1.625% 5/31/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828R69 Asset Minor Code 21	2,700,000.000	2,656,746.00 98.3980	2,685,972.66	- 29,226.66 - 29,226.66	14,744.88	1.65
U S Treasury Nt 1.750% 11/30/21 Standard & Poors Rating: N/A Moody's Rating: WR 912828U65 Asset Minor Code 21	.000	.00 100.0000	.00	.00 32,045.30	.00	0.00
U S Treasury Nt 1.875% 1/31/22 Standard & Poors Rating: N/A Moody's Rating: WR 912828V72 Asset Minor Code 21	.000	.00 100.0000	.00	.00 13,281.89	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 1.875% 2/28/22 Standard & Poors Rating: N/A Moody's Rating: WR 912828W55 Asset Minor Code 21	.000	.00 100.0000	.00	.00 27,421.88	.00	0.00
U S Treasury Nt 2.125% 6/30/22 Standard & Poors Rating: N/A Moody's Rating: WR 912828XG0 Asset Minor Code 21	.000	.00 100.0000	.00	.00 11,432.34	.00	0.00
U S Treasury Nt 1.375% 10/15/22 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828YK0 Asset Minor Code 21	3,000,000.000	2,998,680.00 99.9560	3,029,648.44	- 30,968.44 - 30,968.44	19,047.13	1.38
U S Treasury Nt 1.500% 10/31/21 Standard & Poors Rating: N/A Moody's Rating: WR 912828YP9 Asset Minor Code 21	.000	.00 100.0000	.00	.00 10,363.78	.00	0.00
U S Treasury Nt 2.625% 2/28/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128284A5 Asset Minor Code 21	3,000,000.000	2,986,770.00 99.5590	3,097,500.00	- 110,730.00 - 110,730.00	6,743.78	2.64
U S Treasury Nt 2.500% 3/31/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128284D9 Asset Minor Code 21	1,500,000.000	1,490,340.00 99.3560	1,560,117.19	- 69,777.19 - 61,515.00	103.02	2.52
U S Treasury Nt 2.750% 5/31/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128284S6 Asset Minor Code 21	2,450,000.000	2,428,660.50 99.1290	2,546,277.34	- 117,616.84 - 117,616.84	22,642.42	2.77

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 2.875% 9/30/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128285D8 Asset Minor Code 21	2,700,000.000	2,665,197.00 98.7110	2,683,863.28	- 18,666.28 - 18,666.28	213.26	2.91
U S Treasury Nt 2.875% 10/15/21 Standard & Poors Rating: N/A Moody's Rating: WR 9128285F3 Asset Minor Code 21	.000	.00 100.0000	.00	.00 63,284.48	.00	0.00
U S Treasury Nt 2.500% 2/15/22 Standard & Poors Rating: N/A Moody's Rating: WR 9128286C9 Asset Minor Code 21	.000	.00 100.0000	.00	.00 88,456.54	.00	0.00
Total US Government Issues	33,700,000.000	33,306,843.00	33,958,984.38	- 652,141.38 - 368,070.00	99,924.80	1.42
Total Assets	54,934,914.370	54,448,623.87	55,060,541.88	- 611,918.01 - 335,898.30	106,587.26	1.12
Accrued Income	.000	106,587.26	106,587.26			
Grand Total	54,934,914.370	54,555,211.13	55,167,129.14			

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ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

We provide a cash management administrative service for the temporary investment of principal and income balances in your account. The fee for providing this service will not exceed \$0.42 per month for each \$1,000 of the average daily balance invested under the cash management administrative service. The charge for this service has been deducted from your account.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
.000	Asb Fin Ltd London Brh C P 0020P2Y34	11/03/21			.00	1,745.62	1,745.62	.00
.000	Asb Fin Ltd London Brh C P 0020P3F17	6/01/22			.00	1,332.37	1,332.37	.00
.000	Anglesea Fdg Plc C P 0347M3F17	6/01/22			.00	924.00	924.00	.00
.000	Anglesea Fdg Plc C P 0347M3G16	7/01/22			.00	1,260.00	1,260.00	.00
.000	Anglesea Fdg Plc C P 0347M3HX5	8/31/22			.00	2,643.75	2,643.75	.00
.000	Anglesea Fdg Plc C P 0347M3H15	8/01/22			.00	2,022.75	2,022.75	.00
.000	Atlantic Asset C P 04821UB92	2/09/22			.00	955.50	955.50	.00
.000	Atlantic Asset C P 04821UEA6	5/10/22			.00	1,316.25	1,316.25	.00
.000	Atlantic Asset C P 04821UJ86	9/08/22			.00	7,260.00	7,260.00	.00
.000	Australia New Zealand C P 05253CB47	2/04/22			.00	1,631.25	1,631.25	.00
.000	Australia New C P 05253CET9	5/27/22			.00	1,516.67	1,516.67	.00
.000	Australia New Zealand C P 05253CHW9	8/30/22			.00	5,165.62	5,165.62	.00
.000	Charta LLC Disc Coml C P 16115WJ65	9/06/22			.00	4,391.67	4,391.67	.00
.000	Crown Point Cap Co C P 2284K1DJ9	4/18/22			.00	1,717.12	1,717.12	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Dbx Bank Ltd C P 23305DY82	11/08/21			.00	1,001.25	1,001.25	.00
.000	Dbx Bk Ltd Singapore C P 23305EF16	6/01/22			.00	2,046.00	2,046.00	.00
.000	Dbx Bk Ltd Singapore C P 23305EJ12	9/01/22			.00	5,357.62	5,357.62	.00
.000	Dnb Bk Asa Disc Coml C P 2332K1ES5	5/26/22			.00	1,083.33	1,083.33	.00
.000	Gotham Fdg Corp C P 38346MG57	7/05/22			.00	2,041.18	2,041.18	.00
.000	Gotham Fdg Corp Disc C P 38346MJV7	9/29/22			.00	7,490.62	7,490.62	.00
.000	Lma S A Lma Amers LLC C P 53944QZ37	12/03/21			.00	899.89	899.89	.00
.000	MacQuarie Bk Ltd Disc C P 55607LD50	4/05/22			.00	612.50	612.50	.00
.000	Mountcliff Fdg LLC Disc C P 62455BAQ8	1/24/22			.00	1,068.17	1,068.17	.00
.000	Mountcliff Fdg LLC Disc C P 62455BEH4	5/17/22			.00	1,305.78	1,305.78	.00
.000	Mountcliff Fdg LLC Disc C P 62455BHF5	8/15/22			.00	4,940.00	4,940.00	.00
.000	National Bk Cda Disc C P 63307MA74	1/07/22			.00	1,050.00	1,050.00	.00
.000	National Bk Cda Disc C P 63307MGR4	7/25/22			.00	2,325.37	2,325.37	.00
.000	Old Line Fdg LLC Disc C P 67983UH48	8/04/22			.00	2,545.28	2,545.28	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Oversea Chinese Bkg C P 69034AX15	10/01/21			.00	738.50	738.50	.00
.000	Ridgefield Fdg Co LLC C P 76582KEA5	5/10/22			.00	1,561.12	1,561.12	.00
.000	Sheffield Receivable C P 82124LYA4	11/10/21			.00	450.00	450.00	.00
.000	Sheffield Receivables C P 82124MB82	2/08/22			.00	506.25	506.25	.00
.000	Sheffield Receivables C P 82124ME30	5/03/22			.00	933.75	933.75	.00
.000	Standard Chartered Bk C P 85324UD67	4/06/22			.00	652.50	652.50	.00
.000	Sumitomo Mitsui Tr Bk C P 86563HJN1	9/22/22			.00	4,918.33	4,918.33	.00
.000	Toronto Dominion Bk C P 89119BEK8	5/19/22			.00	1,518.00	1,518.00	.00
.000	Toronto Dominion Bk C P 89119BH41	8/04/22			.00	850.00	850.00	.00
.000	United Overseas Bk Ltd C P 91127QBE8	2/14/22			.00	1,338.54	1,338.54	.00
.000	Versailles Coml Paper C P 92512ME21	5/02/22			.00	1,207.50	1,207.50	.00
.000	Versailles Coml Paper C P 92512MH85	8/08/22			.00	5,092.50	5,092.50	.00
5,034,914.370	Allspring Treas Plus Mm Inst 94975H296		10/03/22	0.03	29.02	11,849.81	5,216.37	6,662.46
Total Cash And Equivalents					29.02	99,266.36	92,632.92	6,662.46

US Government Issues

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	U S Treasury Nt 91282CAG6	0.125%	8/31/22		.00	1,864.81	1,864.81	.00
3,000,000.000	U S Treasury Nt 91282CAR2	0.125%	10/31/22		1,569.29	3,750.00	3,750.00	1,569.29
2,500,000.000	U S Treasury Nt 91282CAX9	0.125%	11/30/22		1,050.20	3,125.00	3,125.00	1,050.20
2,700,000.000	U S Treasury Nt 91282CBN0	0.125%	2/28/23		279.85	3,375.00	3,375.00	279.85
3,000,000.000	U S Treasury Nt 91282CCU3	0.125%	8/31/23		.00	310.77	- 10.36	321.13
1,000,000.000	U S Treasury Nt 91282CDV0	0.875%	1/31/24		.00	713.31	- 760.87	1,474.18
.000	U S Treasury Nt 912828J43	1.750%	2/28/22		3,521.75	17,040.75	20,562.50	.00
.000	U S Treasury Nt 912828L24	1.875%	8/31/22		.00	29,057.32	29,057.32	.00
900,000.000	U S Treasury Nt 912828M80	2.000%	11/30/22		.00	16,032.79	9,983.61	6,049.18
2,600,000.000	U S Treasury Nt 912828P38	1.750%	1/31/23		7,665.76	45,500.00	45,500.00	7,665.76
2,650,000.000	U S Treasury Nt 912828R28	1.625%	4/30/23		18,020.72	43,062.50	43,062.50	18,020.72
2,700,000.000	U S Treasury Nt 912828R69	1.625%	5/31/23		.00	16,070.77	1,325.89	14,744.88
.000	U S Treasury Nt 912828U65	1.750%	11/30/21		17,349.39	8,463.11	25,812.50	.00
.000	U S Treasury Nt 912828V72	1.875%	1/31/22		4,264.61	8,391.64	12,656.25	.00

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	U S Treasury Nt 912828W55	1.875%	2/28/22		4,335.29	20,977.21	25,312.50	.00
.000	U S Treasury Nt 912828XG0	2.125%	6/30/22		8,055.37	23,819.63	31,875.00	.00
.000	U S Treasury Nt 912828YA2	1.500%	8/15/22		.00	10,785.33	10,785.33	.00
.000	U S Treasury Nt 912828YF1	1.500%	9/15/22		.00	37,572.51	37,572.51	.00
3,000,000.000	U S Treasury Nt 912828YK0	1.375%	10/15/22		.00	34,232.57	15,185.44	19,047.13
.000	U S Treasury Nt 912828YP9	1.500%	10/31/21		5,649.46	1,100.54	6,750.00	.00
3,000,000.000	U S Treasury Nt 9128284A5	2.625%	2/28/23		.00	75,051.79	68,308.01	6,743.78
1,500,000.000	U S Treasury Nt 9128284D9	2.500%	3/31/23		103.02	37,500.00	37,500.00	103.02
2,450,000.000	U S Treasury Nt 9128284S6	2.750%	5/31/23		.00	64,245.56	41,603.14	22,642.42
2,700,000.000	U S Treasury Nt 9128285D8	2.875%	9/30/23		.00	6,363.87	6,150.61	213.26
.000	U S Treasury Nt 9128285F3	2.875%	10/15/21		35,179.47	2,914.28	38,093.75	.00
.000	U S Treasury Nt 9128286C9	2.500%	2/15/22		17,401.49	50,723.51	68,125.00	.00
Total US Government Issues					124,445.67	562,044.57	586,565.44	99,924.80
Grand Total					124,474.69	661,310.93	679,198.36	106,587.26

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
Allspring Treas Plus Mm Inst 94975H296		
10/01/2021	Wells Fargo Treas Plus Mm Inst Interest From 9/1/21 To 9/30/21	29.02
11/01/2021	Wells Fargo Treas Plus Mm Inst Interest From 10/1/21 To 10/31/21	19.39
12/01/2021	Wells Fargo Treas Plus Mm Inst Interest From 11/1/21 To 11/30/21	4.83
01/03/2022	Interest From 12/1/21 To 12/31/21	3.87
02/01/2022	Interest From 1/1/22 To 1/31/22	1.47
03/01/2022	Interest From 2/1/22 To 2/28/22	21.76
04/01/2022	Interest From 3/1/22 To 3/31/22	4.97
05/02/2022	Interest From 4/1/22 To 4/30/22	72.47
06/01/2022	Interest From 5/1/22 To 5/31/22	434.92
07/01/2022	Interest From 6/1/22 To 6/30/22	380.90
08/01/2022	Interest From 7/1/22 To 7/31/22	806.50
09/01/2022	Interest From 8/1/22 To 8/31/22	3,436.27
Total Allspring Treas Plus Mm Inst		5,216.37
Anglesea Fdg Plc C P 6/01/22 0347M3F17		
06/01/2022	Anglesea Fdg Plc C P 6/01/22 1,350,000 Par Value At 100 %	924.00
Anglesea Fdg Plc C P 7/01/22 0347M3G16		

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DATE	DESCRIPTION	CASH
07/01/2022	Anglesea Fdg Plc C P 7/01/22 1,350,000 Par Value At 100 %	1,260.00
Anglesea Fdg Plc C P 8/01/22		
0347M3H15		
08/01/2022	Anglesea Fdg Plc C P 8/01/22 1,350,000 Par Value At 100 %	2,022.75
Anglesea Fdg Plc C P 8/31/22		
0347M3Hx5		
08/31/2022	Anglesea Fdg Plc C P 8/31/22 1,350,000 Par Value At 100 %	2,643.75
Asb Fin Ltd London Brh C P 6/01/22		
0020P3F17		
06/01/2022	Asb Fin Ltd London Brh C P 6/01/22 1,350,000 Par Value At 100 %	1,332.37
Asb Fin Ltd London Brh C P 11/03/21		
0020P2Y34		
11/03/2021	Asb Fin Ltd London Brh C P 11/03/21 1,350,000 Par Value At 100 %	1,745.62
Atlantic Asset C P 2/09/22		
04821Ub92		
02/09/2022	Atlantic Asset C P 2/09/22 1,350,000 Par Value At 100 %	955.50
Atlantic Asset C P 5/10/22		
04821Uea6		
05/10/2022	Atlantic Asset C P 5/10/22 1,350,000 Par Value At 100 %	1,316.25
Atlantic Asset C P 9/08/22		
04821Uj86		
09/08/2022	Atlantic Asset C P 9/08/22 1,350,000 Par Value At 100 %	7,260.00

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DATE	DESCRIPTION	CASH
Australia New C P 5/27/22 05253Cet9		
05/27/2022	Australia New C P 5/27/22 1,250,000 Par Value At 100 %	1,516.67
Australia New Zealand C P 2/04/22 05253Cb47		
02/04/2022	Australia New Zealand C P 2/04/22 1,250,000 Par Value At 100 %	1,631.25
Australia New Zealand C P 8/30/22 05253Chw9		
08/30/2022	Australia New Zealand C P 8/30/22 1,350,000 Par Value At 100 %	5,165.62
Charta LLC Disc Coml C P 9/06/22 16115Wj65		
09/06/2022	Charta LLC Disc Coml C P 9/06/22 1,000,000 Par Value At 100 %	4,391.67
Crown Point Cap Co C P 4/18/22 2284K1Dj9		
04/18/2022	Crown Point Cap Co C P 4/18/22 1,350,000 Par Value At 100 %	1,717.12
Dbx Bank Ltd C P 11/08/21 23305Dy82		
11/08/2021	Dbx Bank Ltd C P 11/08/21 1,350,000 Par Value At 100 %	1,001.25
Dbx Bk Ltd Singapore C P 6/01/22 23305Ef16		
06/01/2022	Dbx Bk Ltd Singapore C P 6/01/22 1,350,000 Par Value At 100 %	2,046.00
Dbx Bk Ltd Singapore C P 9/01/22 23305Ej12		

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DATE	DESCRIPTION	CASH
09/01/2022	Dbs Bk Ltd Singapore C P 9/01/22 1,350,000 Par Value At 100 %	5,357.62
Dnb Bk Asa Disc Coml C P 5/26/22 2332K1Es5		
05/26/2022	Dnb Bk Asa Disc Coml C P 5/26/22 1,000,000 Par Value At 100 %	1,083.33
Gotham Fdg Corp C P 7/05/22 38346Mg57		
07/05/2022	Gotham Fdg Corp C P 7/05/22 850,000 Par Value At 100 %	2,041.18
Gotham Fdg Corp Disc C P 9/29/22 38346Mjv7		
09/29/2022	Gotham Fdg Corp Disc C P 9/29/22 1,350,000 Par Value At 100 %	7,490.62
Lma S A Lma Amers LLC C P 12/03/21 53944Qz37		
12/03/2021	Lma S A Lma Amers LLC C P 12/03/21 1,400,000 Par Value At 100 %	899.89
MacQuarie Bk Ltd Disc C P 4/05/22 55607Ld50		
04/05/2022	MacQuarie Bk Ltd Disc C P 4/05/22 1,250,000 Par Value At 100 %	612.50
Mountcliff Fdg LLC Disc C P 1/24/22 62455Baq8		
01/24/2022	Mountcliff Fdg LLC Disc C P 1/24/22 1,300,000 Par Value At 100 %	1,068.17
Mountcliff Fdg LLC Disc C P 5/17/22 62455Beh4		
05/17/2022	Mountcliff Fdg LLC Disc C P 5/17/22 1,300,000 Par Value At 100 %	1,305.78

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DATE	DESCRIPTION	CASH
Mountcliff Fdg LLC Disc C P 8/15/22 62455Bhf5		
08/15/2022	Mountcliff Fdg LLC Disc C P 8/15/22 1,300,000 Par Value At 100 %	4,940.00
National Bk Cda Disc C P 1/07/22 63307Ma74		
01/07/2022	National Bk Cda Disc C P 1/07/22 1,350,000 Par Value At 100 %	1,050.00
National Bk Cda Disc C P 7/25/22 63307Mgr4		
07/25/2022	National Bk Cda Disc C P 7/25/22 1,350,000 Par Value At 100 %	2,325.37
Old Line Fdg LLC Disc C P 8/04/22 67983Uh48		
08/04/2022	Old Line Fdg LLC Disc C P 8/04/22 700,000 Par Value At 100 %	2,545.28
Oversea Chinese Bkg C P 10/01/21 69034Ax15		
10/01/2021	Oversea Chinese Bkg C P 10/01/21 700,000 Par Value At 100 %	738.50
Ridgefield Fdg Co LLC C P 5/10/22 76582Kea5		
05/10/2022	Ridgefield Fdg Co LLC C P 5/10/22 1,350,000 Par Value At 100 %	1,561.12
Sheffield Receivable C P 11/10/21 82124Lya4		
11/10/2021	Sheffield Receivable C P 11/10/21 1,350,000 Par Value At 100 %	450.00
Sheffield Receivables C P 2/08/22 82124Mb82		

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DATE	DESCRIPTION	CASH
02/08/2022	Sheffield Receivables C P 2/08/22 1,350,000 Par Value At 100 %	506.25
Sheffield Receivables C P 5/03/22 82124Me30		
05/03/2022	Sheffield Receivables C P 5/03/22 1,350,000 Par Value At 100 %	933.75
Standard Chartered Bk C P 4/06/22 85324Ud67		
04/06/2022	Standard Chartered Bk C P 4/06/22 750,000 Par Value At 100 %	652.50
Sumitomo Mitsui Tr Bk C P 9/22/22 86563Hjn1		
09/22/2022	Sumitomo Mitsui Tr Bk C P 9/22/22 1,000,000 Par Value At 100 %	4,918.33
Toronto Dominion Bk C P 5/19/22 89119Bek8		
05/19/2022	Toronto Dominion Bk C P 5/19/22 1,350,000 Par Value At 100 %	1,518.00
Toronto Dominion Bk C P 8/04/22 89119Bh41		
08/04/2022	Toronto Dominion Bk C P 8/04/22 250,000 Par Value At 100 %	850.00
U S Treasury Nt 0.125% 2/28/23 91282Cbn0		
02/28/2022	U S Treasury Nt 0.125% 2/28/23 0.000625 USD/\$1 Pv On 2,700,000 Par Value Due 2/28/22	1,687.50
08/31/2022	U S Treasury Nt 0.125% 2/28/23 0.000625 USD/\$1 Pv On 2,700,000 Par Value Due 8/31/22	1,687.50
Total U S Treasury Nt 0.125% 2/28/23		3,375.00

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DATE	DESCRIPTION	CASH
U S Treasury Nt 0.125% 8/31/22 91282Cag6		
03/01/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.125% 8/31/22 Income Debit 10.19- USD	- 10.19
08/31/2022	U S Treasury Nt 0.125% 8/31/22 0.000625 USD/\$1 Pv On 3,000,000 Par Value Due 8/31/22	1,875.00
Total U S Treasury Nt 0.125% 8/31/22		1,864.81
U S Treasury Nt 0.125% 8/31/23 91282Ccu3		
09/01/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.125% 8/31/23 Income Debit 10.36- USD	- 10.36
U S Treasury Nt 0.125% 10/31/22 91282Car2		
11/01/2021	U S Treasury Nt 0.125% 10/31/22 0.000625 USD/\$1 Pv On 3,000,000 Par Value Due 10/31/21	1,875.00
05/02/2022	U S Treasury Nt 0.125% 10/31/22 0.000625 USD/\$1 Pv On 3,000,000 Par Value Due 4/30/22	1,875.00
Total U S Treasury Nt 0.125% 10/31/22		3,750.00
U S Treasury Nt 0.125% 11/30/22 91282Cax9		
11/30/2021	U S Treasury Nt 0.125% 11/30/22 0.000625 USD/\$1 Pv On 2,500,000 Par Value Due 11/30/21	1,562.50
05/31/2022	U S Treasury Nt 0.125% 11/30/22 0.000625 USD/\$1 Pv On 2,500,000 Par Value Due 5/31/22	1,562.50
Total U S Treasury Nt 0.125% 11/30/22		3,125.00

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
U S Treasury Nt 0.875% 1/31/24 91282Cdv0		
09/01/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.875% 1/31/24 Income Debit 760.87- USD	- 760.87
U S Treasury Nt 1.375% 10/15/22 912828Yk0		
12/02/2021	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.375% 10/15/22 Income Debit 5,439.56- USD	- 5,439.56
04/15/2022	U S Treasury Nt 1.375% 10/15/22 0.006875 USD/\$1 Pv On 3,000,000 Par Value Due 4/15/22	20,625.00
Total U S Treasury Nt 1.375% 10/15/22		15,185.44
U S Treasury Nt 1.500% 8/15/22 912828Ya2		
02/10/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.500% 8/15/22 Income Debit 10,214.67- USD	- 10,214.67
02/15/2022	U S Treasury Nt 1.500% 8/15/22 0.0075 USD/\$1 Pv On 1,400,000 Par Value Due 2/15/22	10,500.00
08/15/2022	U S Treasury Nt 1.500% 8/15/22 0.0075 USD/\$1 Pv On 1,400,000 Par Value Due 8/15/22	10,500.00
Total U S Treasury Nt 1.500% 8/15/22		10,785.33
U S Treasury Nt 1.500% 9/15/22 912828Yf1		
03/01/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.500% 9/15/22 Income Debit 32,177.49- USD	- 32,177.49

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
03/15/2022	U S Treasury Nt 1.500% 9/15/22 0.0075 USD/\$1 Pv On 4,650,000 Par Value Due 3/15/22	34,875.00
09/15/2022	U S Treasury Nt 1.500% 9/15/22 0.0075 USD/\$1 Pv On 4,650,000 Par Value Due 9/15/22	34,875.00
Total U S Treasury Nt 1.500% 9/15/22		37,572.51
U S Treasury Nt 1.500% 10/31/21 912828Yp9		
11/01/2021	U S Treasury Nt 1.500% 10/31/21 0.0075 USD/\$1 Pv On 900,000 Par Value Due 10/31/21	6,750.00
U S Treasury Nt 1.625% 4/30/23 912828R28		
11/01/2021	U S Treasury Nt 1.625% 4/30/23 0.008125 USD/\$1 Pv On 2,650,000 Par Value Due 10/31/21	21,531.25
05/02/2022	U S Treasury Nt 1.625% 4/30/23 0.008125 USD/\$1 Pv On 2,650,000 Par Value Due 4/30/22	21,531.25
Total U S Treasury Nt 1.625% 4/30/23		43,062.50
U S Treasury Nt 1.625% 5/31/23 912828R69		
05/20/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.625% 5/31/23 Income Debit 20,611.61- USD	- 20,611.61
05/31/2022	U S Treasury Nt 1.625% 5/31/23 0.008125 USD/\$1 Pv On 2,700,000 Par Value Due 5/31/22	21,937.50
Total U S Treasury Nt 1.625% 5/31/23		1,325.89
U S Treasury Nt 1.750% 1/31/23 912828P38		
01/31/2022	U S Treasury Nt 1.750% 1/31/23 0.00875 USD/\$1 Pv On 2,600,000 Par Value Due 1/31/22	22,750.00

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DATE	DESCRIPTION	CASH
08/01/2022	U S Treasury Nt 1.750% 1/31/23 0.00875 USD/\$1 Pv On 2,600,000 Par Value Due 7/31/22	22,750.00
Total U S Treasury Nt 1.750% 1/31/23		45,500.00
U S Treasury Nt 1.750% 2/28/22 912828J43		
02/28/2022	U S Treasury Nt 1.750% 2/28/22 0.00875 USD/\$1 Pv On 2,350,000 Par Value Due 2/28/22	20,562.50
U S Treasury Nt 1.750% 11/30/21 912828U65		
11/30/2021	U S Treasury Nt 1.750% 11/30/21 0.00875 USD/\$1 Pv On 2,950,000 Par Value Due 11/30/21	25,812.50
U S Treasury Nt 1.875% 1/31/22 912828V72		
01/31/2022	U S Treasury Nt 1.875% 1/31/22 0.009375 USD/\$1 Pv On 1,350,000 Par Value Due 1/31/22	12,656.25
U S Treasury Nt 1.875% 2/28/22 912828W55		
02/28/2022	U S Treasury Nt 1.875% 2/28/22 0.009375 USD/\$1 Pv On 2,700,000 Par Value Due 2/28/22	25,312.50
U S Treasury Nt 1.875% 8/31/22 912828L24		
02/22/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.875% 8/31/22 Income Debit 27,192.68- USD	- 27,192.68
02/28/2022	U S Treasury Nt 1.875% 8/31/22 0.009375 USD/\$1 Pv On 3,000,000 Par Value Due 2/28/22	28,125.00
08/31/2022	U S Treasury Nt 1.875% 8/31/22 0.009375 USD/\$1 Pv On 3,000,000 Par Value Due 8/31/22	28,125.00

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DATE	DESCRIPTION	CASH
Total U S Treasury Nt 1.875% 8/31/22		29,057.32
U S Treasury Nt 2.000% 11/30/22 912828M80		
11/10/2021	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.000% 11/30/22 Income Debit 8,016.39- USD	- 8,016.39
11/30/2021	U S Treasury Nt 2.000% 11/30/22 0.01 USD/\$1 Pv On 900,000 Par Value Due 11/30/21	9,000.00
05/31/2022	U S Treasury Nt 2.000% 11/30/22 0.01 USD/\$1 Pv On 900,000 Par Value Due 5/31/22	9,000.00
Total U S Treasury Nt 2.000% 11/30/22		9,983.61
U S Treasury Nt 2.125% 6/30/22 912828Xg0		
12/31/2021	U S Treasury Nt 2.125% 6/30/22 0.010625 USD/\$1 Pv On 1,500,000 Par Value Due 12/31/21	15,937.50
06/30/2022	U S Treasury Nt 2.125% 6/30/22 0.010625 USD/\$1 Pv On 1,500,000 Par Value Due 6/30/22	15,937.50
Total U S Treasury Nt 2.125% 6/30/22		31,875.00
U S Treasury Nt 2.500% 2/15/22 9128286C9		
02/15/2022	U S Treasury Nt 2.500% 2/15/22 0.0125 USD/\$1 Pv On 5,450,000 Par Value Due 2/15/22	68,125.00
U S Treasury Nt 2.500% 3/31/23 9128284D9		
03/31/2022	U S Treasury Nt 2.500% 3/31/23 0.0125 USD/\$1 Pv On 1,500,000 Par Value Due 3/31/22	18,750.00
09/30/2022	U S Treasury Nt 2.500% 3/31/23 0.0125 USD/\$1 Pv On 1,500,000 Par Value Due 9/30/22	18,750.00

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total U S Treasury Nt 2.500% 3/31/23		37,500.00
U S Treasury Nt 2.625% 2/28/23 9128284A5		
10/18/2021	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.625% 2/28/23 Income Debit 10,441.99- USD	- 10,441.99
02/28/2022	U S Treasury Nt 2.625% 2/28/23 0.013125 USD/\$1 Pv On 3,000,000 Par Value Due 2/28/22	39,375.00
08/31/2022	U S Treasury Nt 2.625% 2/28/23 0.013125 USD/\$1 Pv On 3,000,000 Par Value Due 8/31/22	39,375.00
Total U S Treasury Nt 2.625% 2/28/23		68,308.01
U S Treasury Nt 2.750% 5/31/23 9128284S6		
10/18/2021	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.750% 5/31/23 Income Debit 25,771.86- USD	- 25,771.86
11/30/2021	U S Treasury Nt 2.750% 5/31/23 0.01375 USD/\$1 Pv On 2,450,000 Par Value Due 11/30/21	33,687.50
05/31/2022	U S Treasury Nt 2.750% 5/31/23 0.01375 USD/\$1 Pv On 2,450,000 Par Value Due 5/31/22	33,687.50
Total U S Treasury Nt 2.750% 5/31/23		41,603.14
U S Treasury Nt 2.875% 9/30/23 9128285D8		
09/01/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.875% 9/30/23 Income Debit 32,661.89- USD	- 32,661.89
09/30/2022	U S Treasury Nt 2.875% 9/30/23 0.014375 USD/\$1 Pv On 2,700,000 Par Value Due 9/30/22	38,812.50

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total U S Treasury Nt 2.875% 9/30/23		6,150.61
U S Treasury Nt 2.875% 10/15/21 9128285F3		
10/15/2021	U S Treasury Nt 2.875% 10/15/21 0.014375 USD/\$1 Pv On 2,650,000 Par Value Due 10/15/21	38,093.75
United Overseas Bk Ltd C P 2/14/22 91127Qbe8		
02/14/2022	United Overseas Bk Ltd C P 2/14/22 1,250,000 Par Value At 100 %	1,338.54
Versailles Coml Paper C P 5/02/22 92512Me21		
05/02/2022	Versailles Coml Paper C P 5/02/22 1,350,000 Par Value At 100 %	1,207.50
Versailles Coml Paper C P 8/08/22 92512Mh85		
08/08/2022	Versailles Coml Paper C P 8/08/22 1,350,000 Par Value At 100 %	5,092.50
Total Interest		679,198.36

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
10/25/2021	Collected Charged For Period 09/01/2021 Thru 09/30/2021	- 681.82
11/24/2021	Collected Charged For Period 10/01/2021 Thru 10/31/2021	- 680.97
12/23/2021	Collected Charged For Period 11/01/2021 Thru 11/30/2021	- 681.39
01/25/2022	Collected Charged For Period 12/01/2021 Thru 12/31/2021	- 680.53
02/25/2022	Collected Charged For Period 01/01/2022 Thru 01/31/2022	- 679.35
03/25/2022	Collected Charged For Period 02/01/2022 Thru 02/28/2022	- 680.25
04/26/2022	Collected Charged For Period 03/01/2022 Thru 03/31/2022	- 678.90
05/25/2022	Collected Charged For Period 04/01/2022 Thru 04/30/2022	- 678.34
06/27/2022	Collected Charged For Period 05/01/2022 Thru 05/31/2022	- 679.51
07/26/2022	Collected Charged For Period 06/01/2022 Thru 06/30/2022	- 678.21
08/25/2022	Collected Charged For Period 07/01/2022 Thru 07/31/2022	- 678.46
09/26/2022	Collected Charged For Period 08/01/2022 Thru 08/31/2022	- 680.20
Total Trust Fees		- 8,157.93

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PLAN EXPENSES (continued)

DATE	DESCRIPTION	CASH
Total Trust Fees		- 8,157.93
Total Plan Expenses		- 8,157.93

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
10/01/2021	Purchased 700,000 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 10/1/21 94975H296	700,000.000	.00	- 700,000.00	700,000.00
10/04/2021	Purchased 29.02 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 10/4/21 94975H296	29.020	.00	- 29.02	29.02
10/15/2021	Purchased 2,688,093.75 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 10/15/21 94975H296	2,688,093.750	.00	- 2,688,093.75	2,688,093.75
11/01/2021	Purchased 930,156.25 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/1/21 94975H296	930,156.250	.00	- 930,156.25	930,156.25
11/02/2021	Purchased 19.39 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/2/21 94975H296	19.390	.00	- 19.39	19.39
11/03/2021	Purchased 1,350,000 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/3/21 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
11/08/2021	Purchased 1,350,000 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/8/21 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/30/2021	Purchased 3,020,062.5 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/30/21 94975H296	3,020,062.500	.00	- 3,020,062.50	3,020,062.50
12/03/2021	Purchased 1,400,000 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 12/3/21 94975H296	1,400,000.000	.00	- 1,400,000.00	1,400,000.00
12/31/2021	Purchased 15,937.5 Units Of Allspring Treas Plus Mm Inst Trade Date 12/31/21 94975H296	15,937.500	.00	- 15,937.50	15,937.50
01/04/2022	Purchased 3.87 Units Of Allspring Treas Plus Mm Inst Trade Date 1/4/22 94975H296	3.870	.00	- 3.87	3.87
01/07/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 1/7/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
01/24/2022	Purchased 1,300,000 Units Of Allspring Treas Plus Mm Inst Trade Date 1/24/22 94975H296	1,300,000.000	.00	- 1,300,000.00	1,300,000.00
01/31/2022	Purchased 1,385,406.25 Units Of Allspring Treas Plus Mm Inst Trade Date 1/31/22 94975H296	1,385,406.250	.00	- 1,385,406.25	1,385,406.25

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
02/02/2022	Purchased 1.47 Units Of Allspring Treas Plus Mm Inst Trade Date 2/2/22 94975H296	1.470	.00	- 1.47	1.47
02/04/2022	Purchased 1,250,000 Units Of Allspring Treas Plus Mm Inst Trade Date 2/4/22 94975H296	1,250,000.000	.00	- 1,250,000.00	1,250,000.00
02/08/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 2/8/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
02/09/2022	Purchased 933.75 Units Of Allspring Treas Plus Mm Inst Trade Date 2/9/22 94975H296	933.750	.00	- 933.75	933.75
02/14/2022	Purchased 1,250,000 Units Of Allspring Treas Plus Mm Inst Trade Date 2/14/22 94975H296	1,250,000.000	.00	- 1,250,000.00	1,250,000.00
02/15/2022	Purchased 4,279,237.5 Units Of Allspring Treas Plus Mm Inst Trade Date 2/15/22 94975H296	4,279,237.500	.00	- 4,279,237.50	4,279,237.50
02/28/2022	Purchased 5,165,062.5 Units Of Allspring Treas Plus Mm Inst Trade Date 2/28/22 94975H296	5,165,062.500	.00	- 5,165,062.50	5,165,062.50

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/02/2022	Purchased 21.76 Units Of Allspring Treas Plus Mm Inst Trade Date 3/2/22 94975H296	21.760	.00	- 21.76	21.76
03/15/2022	Purchased 34,875 Units Of Allspring Treas Plus Mm Inst Trade Date 3/15/22 94975H296	34,875.000	.00	- 34,875.00	34,875.00
03/31/2022	Purchased 18,750 Units Of Allspring Treas Plus Mm Inst Trade Date 3/31/22 94975H296	18,750.000	.00	- 18,750.00	18,750.00
04/04/2022	Purchased 4.97 Units Of Allspring Treas Plus Mm Inst Trade Date 4/4/22 94975H296	4.970	.00	- 4.97	4.97
04/05/2022	Purchased 1,250,000 Units Of Allspring Treas Plus Mm Inst Trade Date 4/5/22 94975H296	1,250,000.000	.00	- 1,250,000.00	1,250,000.00
04/06/2022	Purchased 500,850 Units Of Allspring Treas Plus Mm Inst Trade Date 4/6/22 94975H296	500,850.000	.00	- 500,850.00	500,850.00
04/18/2022	Purchased 1,370,625 Units Of Allspring Treas Plus Mm Inst Trade Date 4/18/22 94975H296	1,370,625.000	.00	- 1,370,625.00	1,370,625.00

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
05/02/2022	Purchased 1,373,406.25 Units Of Allspring Treas Plus Mm Inst Trade Date 5/2/22 94975H296	1,373,406.250	.00	- 1,373,406.25	1,373,406.25
05/03/2022	Purchased 5,164.97 Units Of Allspring Treas Plus Mm Inst Trade Date 5/3/22 94975H296	5,164.970	.00	- 5,164.97	5,164.97
05/10/2022	Purchased 2,700,000 Units Of Allspring Treas Plus Mm Inst Trade Date 5/10/22 94975H296	2,700,000.000	.00	- 2,700,000.00	2,700,000.00
05/17/2022	Purchased 1,300,000 Units Of Allspring Treas Plus Mm Inst Trade Date 5/17/22 94975H296	1,300,000.000	.00	- 1,300,000.00	1,300,000.00
05/19/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 5/19/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
05/26/2022	Purchased 1,000,000 Units Of Allspring Treas Plus Mm Inst Trade Date 5/26/22 94975H296	1,000,000.000	.00	- 1,000,000.00	1,000,000.00
05/27/2022	Purchased 254,391.67 Units Of Allspring Treas Plus Mm Inst Trade Date 5/27/22 94975H296	254,391.670	.00	- 254,391.67	254,391.67

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
05/31/2022	Purchased 66,187.5 Units Of Allspring Treas Plus Mm Inst Trade Date 5/31/22 94975H296	66,187.500	.00	- 66,187.50	66,187.50
06/01/2022	Purchased 4,050,000 Units Of Allspring Treas Plus Mm Inst Trade Date 6/1/22 94975H296	4,050,000.000	.00	- 4,050,000.00	4,050,000.00
06/30/2022	Purchased 1,515,937.5 Units Of Allspring Treas Plus Mm Inst Trade Date 6/30/22 94975H296	1,515,937.500	.00	- 1,515,937.50	1,515,937.50
07/01/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 7/1/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
07/05/2022	Purchased 850,380.9 Units Of Allspring Treas Plus Mm Inst Trade Date 7/5/22 94975H296	850,380.900	.00	- 850,380.90	850,380.90
07/25/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 7/25/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
08/01/2022	Purchased 1,372,750 Units Of Allspring Treas Plus Mm Inst Trade Date 8/1/22 94975H296	1,372,750.000	.00	- 1,372,750.00	1,372,750.00

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/02/2022	Purchased 806.5 Units Of Allspring Treas Plus Mm Inst Trade Date 8/2/22 94975H296	806.500	.00	- 806.50	806.50
08/04/2022	Purchased 950,000 Units Of Allspring Treas Plus Mm Inst Trade Date 8/4/22 94975H296	950,000.000	.00	- 950,000.00	950,000.00
08/08/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 8/8/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
08/15/2022	Purchased 2,710,500 Units Of Allspring Treas Plus Mm Inst Trade Date 8/15/22 94975H296	2,710,500.000	.00	- 2,710,500.00	2,710,500.00
08/30/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 8/30/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
08/31/2022	Purchased 5,085,195.5 Units Of Allspring Treas Plus Mm Inst Trade Date 8/31/22 94975H296	5,085,195.500	.00	- 5,085,195.50	5,085,195.50
09/06/2022	Purchased 17,844.44 Units Of Allspring Treas Plus Mm Inst Trade Date 9/6/22 94975H296	17,844.440	.00	- 17,844.44	17,844.44

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
09/08/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 9/8/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
09/15/2022	Purchased 4,684,875 Units Of Allspring Treas Plus Mm Inst Trade Date 9/15/22 94975H296	4,684,875.000	.00	- 4,684,875.00	4,684,875.00
09/22/2022	Purchased 1,000,000 Units Of Allspring Treas Plus Mm Inst Trade Date 9/22/22 94975H296	1,000,000.000	.00	- 1,000,000.00	1,000,000.00
09/29/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 9/29/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
09/30/2022	Purchased 1,347,806.25 Units Of Allspring Treas Plus Mm Inst Trade Date 9/30/22 94975H296	1,347,806.250	.00	- 1,347,806.25	1,347,806.25
Total Allspring Treas Plus Mm Inst		71,695,316.960	.00	- 71,695,316.96	71,695,316.96
05/03/2022	Purchased 1,350,000 Par Value Of Anglesea Fdg Plc C P 6/01/22 Trade Date 5/3/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 113325684050322 1,350,000 Par Value At 99.93155556 % 0347M3F17	1,350,000.000	.00	- 1,349,076.00	1,349,076.00

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Anglesea Fdg Plc C P 6/01/22		1,350,000.000	.00	- 1,349,076.00	1,349,076.00
06/01/2022	Purchased 1,350,000 Par Value Of Anglesea Fdg Plc C P 7/01/22 Trade Date 6/1/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113496971060122 1,350,000 Par Value At 99.90666667 % 0347M3G16	1,350,000.000	.00	- 1,348,740.00	1,348,740.00
Total Anglesea Fdg Plc C P 7/01/22		1,350,000.000	.00	- 1,348,740.00	1,348,740.00
07/01/2022	Purchased 1,350,000 Par Value Of Anglesea Fdg Plc C P 8/01/22 Trade Date 7/1/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 113682042070122 1,350,000 Par Value At 99.85016667 % 0347M3H15	1,350,000.000	.00	- 1,347,977.25	1,347,977.25
Total Anglesea Fdg Plc C P 8/01/22		1,350,000.000	.00	- 1,347,977.25	1,347,977.25
08/01/2022	Purchased 1,350,000 Par Value Of Anglesea Fdg Plc C P 8/31/22 Trade Date 8/1/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113834889080122 1,350,000 Par Value At 99.80416667 % 0347M3HX5	1,350,000.000	.00	- 1,347,356.25	1,347,356.25
Total Anglesea Fdg Plc C P 8/31/22		1,350,000.000	.00	- 1,347,356.25	1,347,356.25

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/31/2022	Purchased 1,350,000 Par Value Of Anglesea Fdg Plc C P 10/03/22 Trade Date 8/31/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113980801083122 1,350,000 Par Value At 99.76625037 % 0347M3K37	1,350,000.000	.00	- 1,346,844.38	1,346,844.38
Total Anglesea Fdg Plc C P 10/03/22		1,350,000.000	.00	- 1,346,844.38	1,346,844.38
11/03/2021	Purchased 1,350,000 Par Value Of Asb Fin Ltd London Brh C P 6/01/22 Trade Date 11/3/21 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 112144970110321 1,350,000 Par Value At 99.90130593 % 0020P3F17	1,350,000.000	.00	- 1,348,667.63	1,348,667.63
Total Asb Fin Ltd London Brh C P 6/01/22		1,350,000.000	.00	- 1,348,667.63	1,348,667.63
02/09/2022	Purchased 1,350,000 Par Value Of Atlantic Asset C P 5/10/22 Trade Date 2/9/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 112696733020922 1,350,000 Par Value At 99.9025 % 04821UEA6	1,350,000.000	.00	- 1,348,683.75	1,348,683.75
Total Atlantic Asset C P 5/10/22		1,350,000.000	.00	- 1,348,683.75	1,348,683.75
05/10/2022	Purchased 1,350,000 Par Value Of Atlantic Asset C P 9/08/22 Trade Date 5/10/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 113362974051022 1,350,000 Par Value At 99.46222222 % 04821UJ86	1,350,000.000	.00	- 1,342,740.00	1,342,740.00

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Atlantic Asset C P	9/08/22	1,350,000.000	.00	- 1,342,740.00	1,342,740.00
09/08/2022	Purchased 1,350,000 Par Value Of Atlantic Asset C P 12/06/22 Trade Date 9/8/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 114031408090822 1,350,000 Par Value At 99.23 % 04821UM66	1,350,000.000	.00	- 1,339,605.00	1,339,605.00
Total Atlantic Asset C P	12/06/22	1,350,000.000	.00	- 1,339,605.00	1,339,605.00
02/04/2022	Purchased 1,250,000 Par Value Of Australia New C P 5/27/22 Trade Date 2/4/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 112662421020422 1,250,000 Par Value At 99.8786664 % 05253CET9	1,250,000.000	.00	- 1,248,483.33	1,248,483.33
Total Australia New C P	5/27/22	1,250,000.000	.00	- 1,248,483.33	1,248,483.33
05/27/2022	Purchased 1,350,000 Par Value Of Australia New Zealand C P 8/30/22 Trade Date 5/27/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 113474865052722 1,350,000 Par Value At 99.61736148 % 05253CHW9	1,350,000.000	.00	- 1,344,834.38	1,344,834.38
Total Australia New Zealand C P	8/30/22	1,350,000.000	.00	- 1,344,834.38	1,344,834.38

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
09/26/2022	Purchased 1,100,000 Par Value Of Cafco LLC Disc Coml C P 1/09/23 Trade Date 9/26/22 Purchased Through Credit Suisse Securities (USA) Swift External Ref#: 114129723092622 1,100,000 Par Value At 98.88777818 % 1247P3N99	1,100,000.000	.00	- 1,087,765.56	1,087,765.56
Total Cafco LLC Disc Coml C P 1/09/23		1,100,000.000	.00	- 1,087,765.56	1,087,765.56
09/01/2022	Purchased 300,000 Par Value Of Cafco LLC Disc Coml C P 12/08/22 Trade Date 9/1/22 Purchased Through Credit Suisse Securities (USA) Swift External Ref#: 113996013090122 300,000 Par Value At 99.17819333 % 1247P3M82	300,000.000	.00	- 297,534.58	297,534.58
Total Cafco LLC Disc Coml C P 12/08/22		300,000.000	.00	- 297,534.58	297,534.58
05/26/2022	Purchased 1,000,000 Par Value Of Charta LLC Disc Coml C P 9/06/22 Trade Date 5/26/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 113469928052622 1,000,000 Par Value At 99.560833 % 16115WJ65	1,000,000.000	.00	- 995,608.33	995,608.33
Total Charta LLC Disc Coml C P 9/06/22		1,000,000.000	.00	- 995,608.33	995,608.33
04/19/2022	Purchased 1,350,000 Par Value Of Crown Pt Cap Co LLC C P 11/17/22 Trade Date 4/19/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 113185485041922 1,350,000 Par Value At 98.945 % 2284K1LH4	1,350,000.000	.00	- 1,335,757.50	1,335,757.50

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Crown Pt Cap Co LLC C P 11/17/22		1,350,000.000	.00	- 1,335,757.50	1,335,757.50
09/01/2022	Purchased 1,000,000 Par Value Of Dbs Bk Ltd Singapore C P 3/01/23 Trade Date 9/1/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 113996079090122 1,000,000 Par Value At 98.215556 % 23305EQ14	1,000,000.000	.00	- 982,155.56	982,155.56
Total Dbs Bk Ltd Singapore C P 3/01/23		1,000,000.000	.00	- 982,155.56	982,155.56
12/06/2021	Purchased 1,350,000 Par Value Of Dbs Bk Ltd Singapore C P 6/01/22 Trade Date 12/6/21 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 112328457120621 1,350,000 Par Value At 99.84844444 % 23305EF16	1,350,000.000	.00	- 1,347,954.00	1,347,954.00
Total Dbs Bk Ltd Singapore C P 6/01/22		1,350,000.000	.00	- 1,347,954.00	1,347,954.00
06/01/2022	Purchased 1,350,000 Par Value Of Dbs Bk Ltd Singapore C P 9/01/22 Trade Date 6/1/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113497641060122 1,350,000 Par Value At 99.60313926 % 23305EJ12	1,350,000.000	.00	- 1,344,642.38	1,344,642.38
Total Dbs Bk Ltd Singapore C P 9/01/22		1,350,000.000	.00	- 1,344,642.38	1,344,642.38

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
04/05/2022	Purchased 850,000 Par Value Of Gotham Fdg Corp C P 7/05/22 Trade Date 4/5/22 Purchased Through Credit Suisse Securities (USA) Swift External Ref#: 113073282040522 850,000 Par Value At 99.75986118 % 38346MG57	850,000.000	.00	- 847,958.82	847,958.82
Total Gotham Fdg Corp C P 7/05/22		850,000.000	.00	- 847,958.82	847,958.82
07/05/2022	Purchased 1,350,000 Par Value Of Gotham Fdg Corp Disc C P 9/29/22 Trade Date 7/5/22 Purchased Through Credit Suisse Securities (USA) Swift External Ref#: 113689146070522 1,350,000 Par Value At 99.44513926 % 38346MJV7	1,350,000.000	.00	- 1,342,509.38	1,342,509.38
Total Gotham Fdg Corp Disc C P 9/29/22		1,350,000.000	.00	- 1,342,509.38	1,342,509.38
08/04/2022	Purchased 1,350,000 Par Value Of Lexington Parker Cap Co C P 11/02/22 Trade Date 8/4/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 113854475080422 1,350,000 Par Value At 99.2875 % 52953BL27	1,350,000.000	.00	- 1,340,381.25	1,340,381.25
Total Lexington Parker Cap Co C P 11/02/22		1,350,000.000	.00	- 1,340,381.25	1,340,381.25
08/30/2022	Purchased 1,000,000 Par Value Of Lma S A Lma Amers LLC C P 10/18/22 Trade Date 8/30/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113978650083022 1,000,000 Par Value At 99.628 % 53944RKJ6	1,000,000.000	.00	- 996,280.00	996,280.00

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Lma S A Lma Amers LLC C P 10/18/22		1,000,000.000	.00	- 996,280.00	996,280.00
02/14/2022	Purchased 1,250,000 Par Value Of MacQuarie Bk Ltd Disc C P 4/05/22 Trade Date 2/14/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 112732747021422 1,250,000 Par Value At 99.951 % 55607LD50	1,250,000.000	.00	- 1,249,387.50	1,249,387.50
Total MacQuarie Bk Ltd Disc C P 4/05/22		1,250,000.000	.00	- 1,249,387.50	1,249,387.50
07/25/2022	Purchased 1,350,000 Par Value Of MacQuarie Bk Ltd Disc C P 10/24/22 Trade Date 7/25/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 113798370072522 1,350,000 Par Value At 99.3 % 55607LKQ6	1,350,000.000	.00	- 1,340,550.00	1,340,550.00
Total MacQuarie Bk Ltd Disc C P 10/24/22		1,350,000.000	.00	- 1,340,550.00	1,340,550.00
09/12/2022	Purchased 1,000,000 Par Value Of Mont Blanc Cap Corp C P 1/17/23 Trade Date 9/12/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 114050419091222 1,000,000 Par Value At 98.74 % 6117P5NH6	1,000,000.000	.00	- 987,400.00	987,400.00
Total Mont Blanc Cap Corp C P 1/17/23		1,000,000.000	.00	- 987,400.00	987,400.00

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
01/24/2022	Purchased 1,300,000 Par Value Of Mountcliff Fdg LLC Disc C P 5/17/22 Trade Date 1/24/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 112575294012422 1,300,000 Par Value At 99.89955538 % 62455BEH4	1,300,000.000	.00	- 1,298,694.22	1,298,694.22
Total Mountcliff Fdg LLC Disc C P 5/17/22		1,300,000.000	.00	- 1,298,694.22	1,298,694.22
05/17/2022	Purchased 1,300,000 Par Value Of Mountcliff Fdg LLC Disc C P 8/15/22 Trade Date 5/17/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113401707051722 1,300,000 Par Value At 99.62 % 62455BHF5	1,300,000.000	.00	- 1,295,060.00	1,295,060.00
Total Mountcliff Fdg LLC Disc C P 8/15/22		1,300,000.000	.00	- 1,295,060.00	1,295,060.00
09/29/2022	Purchased 1,350,000 Par Value Of Mountcliff Fdg LLC Disc C P 10/17/22 Trade Date 9/29/22 Purchased Through Credit Suisse Securities (USA) 1,350,000 Par Value At 99.8375 % 62455BKH7	1,350,000.000	.00	- 1,347,806.25	1,347,806.25
Total Mountcliff Fdg LLC Disc C P 10/17/22		1,350,000.000	.00	- 1,347,806.25	1,347,806.25
06/01/2022	Purchased 1,350,000 Par Value Of National Bk Cda Disc C P 7/25/22 Trade Date 6/1/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113510492060122 1,350,000 Par Value At 99.82775037 % 63307MGR4	1,350,000.000	.00	- 1,347,674.63	1,347,674.63

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total National Bk Cda Disc C P 7/25/22		1,350,000.000	.00	- 1,347,674.63	1,347,674.63
08/30/2022	Purchased 1,350,000 Par Value Of Old Line Fdg LLC Disc C P 1/24/23 Trade Date 8/30/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113978626083022 1,350,000 Par Value At 98.65069481 % 67983UNQ2	1,350,000.000	.00	- 1,331,784.38	1,331,784.38
Total Old Line Fdg LLC Disc C P 1/24/23		1,350,000.000	.00	- 1,331,784.38	1,331,784.38
04/06/2022	Purchased 700,000 Par Value Of Old Line Fdg LLC Disc C P 8/04/22 Trade Date 4/6/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 113085425040622 700,000 Par Value At 99.63638857 % 67983UH48	700,000.000	.00	- 697,454.72	697,454.72
Total Old Line Fdg LLC Disc C P 8/04/22		700,000.000	.00	- 697,454.72	697,454.72
11/09/2021	Purchased 1,350,000 Par Value Of Ridgefield Fdg Co LLC C P 5/10/22 Trade Date 11/9/21 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 112175325110921 1,350,000 Par Value At 99.88436148 % 76582KEA5	1,350,000.000	.00	- 1,348,438.88	1,348,438.88
Total Ridgefield Fdg Co LLC C P 5/10/22		1,350,000.000	.00	- 1,348,438.88	1,348,438.88

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/30/2022	Purchased 1,350,000 Par Value Of Salisbury Receivables C P 11/28/22 Trade Date 8/30/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 113978431083022 1,350,000 Par Value At 99.22866667 % 79490BLU8	1,350,000.000	.00	- 1,339,587.00	1,339,587.00
Total Salisbury Receivables C P 11/28/22		1,350,000.000	.00	- 1,339,587.00	1,339,587.00
11/10/2021	Purchased 1,350,000 Par Value Of Sheffield Receivables C P 2/08/22 Trade Date 11/10/21 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 112182744111021 1,350,000 Par Value At 99.9625 % 82124MB82	1,350,000.000	.00	- 1,349,493.75	1,349,493.75
Total Sheffield Receivables C P 2/08/22		1,350,000.000	.00	- 1,349,493.75	1,349,493.75
02/08/2022	Purchased 1,350,000 Par Value Of Sheffield Receivables C P 5/03/22 Trade Date 2/8/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 112692181020822 1,350,000 Par Value At 99.93083333 % 82124ME30	1,350,000.000	.00	- 1,349,066.25	1,349,066.25
Total Sheffield Receivables C P 5/03/22		1,350,000.000	.00	- 1,349,066.25	1,349,066.25
10/13/2021	Purchased 750,000 Par Value Of Standard Chartered Bk C P 4/06/22 Trade Date 10/13/21 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 112050640101321 750,000 Par Value At 99.913 % 85324UD67	750,000.000	.00	- 749,347.50	749,347.50

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Standard Chartered Bk C P 4/06/22		750,000.000	.00	- 749,347.50	749,347.50
07/05/2022	Purchased 1,000,000 Par Value Of Sumitomo Mitsui Tr Bk C P 9/22/22 Trade Date 7/5/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 113689169070522 1,000,000 Par Value At 99.508167 % 86563HJN1	1,000,000.000	.00	- 995,081.67	995,081.67
Total Sumitomo Mitsui Tr Bk C P 9/22/22		1,000,000.000	.00	- 995,081.67	995,081.67
04/05/2022	Purchased 250,000 Par Value Of Toronto Dominion Bk C P 8/04/22 Trade Date 4/5/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 113073198040522 250,000 Par Value At 99.66 % 89119BH41	250,000.000	.00	- 249,150.00	249,150.00
Total Toronto Dominion Bk C P 8/04/22		250,000.000	.00	- 249,150.00	249,150.00
01/07/2022	Purchased 1,350,000 Par Value Of Versailles Coml Paper C P 5/02/22 Trade Date 1/7/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 112501322010722 1,350,000 Par Value At 99.91055556 % 92512ME21	1,350,000.000	.00	- 1,348,792.50	1,348,792.50
Total Versailles Coml Paper C P 5/02/22		1,350,000.000	.00	- 1,348,792.50	1,348,792.50

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
05/02/2022	Purchased 1,350,000 Par Value Of Versailles Coml Paper C P 8/08/22 Trade Date 5/2/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 113320952050222 1,350,000 Par Value At 99.62277778 % 92512MH85	1,350,000.000	.00	- 1,344,907.50	1,344,907.50
Total Versailles Coml Paper C P 8/08/22		1,350,000.000	.00	- 1,344,907.50	1,344,907.50
08/08/2022	Purchased 1,000,000 Par Value Of Versailles Coml Paper C P 11/02/22 Trade Date 8/8/22 Purchased Through Credit Suisse Securities (USA) Swift External Ref#: 113875232080822 1,000,000 Par Value At 99.319167 % 92512ML23	1,000,000.000	.00	- 993,191.67	993,191.67
Total Versailles Coml Paper C P 11/02/22		1,000,000.000	.00	- 993,191.67	993,191.67
Total Cash And Equivalents		120,495,316.960	.00	- 120,289,740.71	120,289,740.71
US Government Issues					
02/28/2022	Purchased 3,000,000 Par Value Of U S Treasury Nt 0.125% 8/31/22 Trade Date 2/28/22 Purchased Through Jefferies LLC-Bonds Direct Div Swift External Ref#: 112795988022822 3,000,000 Par Value At 99.73046867 % 91282CAG6	3,000,000.000	.00	- 2,991,914.06	2,991,914.06
Total U S Treasury Nt 0.125% 8/31/22		3,000,000.000	.00	- 2,991,914.06	2,991,914.06

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/31/2022	Purchased 3,000,000 Par Value Of U S Treasury Nt 0.125% 8/31/23 Trade Date 8/31/22 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 113981883083122 3,000,000 Par Value At 96.71875 % 91282CCU3	3,000,000.000	.00	- 2,901,562.50	2,901,562.50
Total U S Treasury Nt 0.125% 8/31/23		3,000,000.000	.00	- 2,901,562.50	2,901,562.50
08/31/2022	Purchased 1,000,000 Par Value Of U S Treasury Nt 0.875% 1/31/24 Trade Date 8/31/22 Purchased Through Mitsubishi Ufj Securities (USA) Swift External Ref#: 113982085083122 1,000,000 Par Value At 96.398438 % 91282CDV0	1,000,000.000	.00	- 963,984.38	963,984.38
Total U S Treasury Nt 0.875% 1/31/24		1,000,000.000	.00	- 963,984.38	963,984.38
12/01/2021	Purchased 3,000,000 Par Value Of U S Treasury Nt 1.375% 10/15/22 Trade Date 12/1/21 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 112307560120121 3,000,000 Par Value At 100.98828133 % 912828YK0	3,000,000.000	.00	- 3,029,648.44	3,029,648.44
Total U S Treasury Nt 1.375% 10/15/22		3,000,000.000	.00	- 3,029,648.44	3,029,648.44
02/09/2022	Purchased 1,400,000 Par Value Of U S Treasury Nt 1.500% 8/15/22 Trade Date 2/9/22 Purchased Through Bmo Capital Markets Corp. Swift External Ref#: 112700712020922 1,400,000 Par Value At 100.484375 % 912828YA2	1,400,000.000	.00	- 1,406,781.25	1,406,781.25

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total U S Treasury Nt	1.500% 8/15/22	1,400,000.000	.00	- 1,406,781.25	1,406,781.25
02/28/2022	Purchased 4,650,000 Par Value Of U S Treasury Nt 1.500% 9/15/22 Trade Date 2/28/22 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 112796025022822 4,650,000 Par Value At 100.44140624 % 912828YF1	4,650,000.000	.00	- 4,670,525.39	4,670,525.39
Total U S Treasury Nt	1.500% 9/15/22	4,650,000.000	.00	- 4,670,525.39	4,670,525.39
05/19/2022	Purchased 2,700,000 Par Value Of U S Treasury Nt 1.625% 5/31/23 Trade Date 5/19/22 Purchased Through Nomura Securities Intl., Fixed Swift External Ref#: 113428344051922 2,700,000 Par Value At 99.48046889 % 912828R69	2,700,000.000	.00	- 2,685,972.66	2,685,972.66
Total U S Treasury Nt	1.625% 5/31/23	2,700,000.000	.00	- 2,685,972.66	2,685,972.66
02/18/2022	Purchased 3,000,000 Par Value Of U S Treasury Nt 1.875% 8/31/22 Trade Date 2/18/22 Purchased Through Rbs Securities Inc. Swift External Ref#: 112761203021822 3,000,000 Par Value At 100.609375 % 912828L24	3,000,000.000	.00	- 3,018,281.25	3,018,281.25
Total U S Treasury Nt	1.875% 8/31/22	3,000,000.000	.00	- 3,018,281.25	3,018,281.25

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/09/2021	Purchased 900,000 Par Value Of U S Treasury Nt 2.000% 11/30/22 Trade Date 11/9/21 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 112175522110921 900,000 Par Value At 101.9375 % 912828M80	900,000.000	.00	- 917,437.50	917,437.50
Total U S Treasury Nt 2.000% 11/30/22		900,000.000	.00	- 917,437.50	917,437.50
10/15/2021	Purchased 3,000,000 Par Value Of U S Treasury Nt 2.625% 2/28/23 Trade Date 10/15/21 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 112065966101521 3,000,000 Par Value At 103.25 % 9128284A5	3,000,000.000	.00	- 3,097,500.00	3,097,500.00
Total U S Treasury Nt 2.625% 2/28/23		3,000,000.000	.00	- 3,097,500.00	3,097,500.00
10/15/2021	Purchased 2,450,000 Par Value Of U S Treasury Nt 2.750% 5/31/23 Trade Date 10/15/21 Purchased Through Hsbc Securities, Inc. Swift External Ref#: 112066026101521 2,450,000 Par Value At 103.92968735 % 9128284S6	2,450,000.000	.00	- 2,546,277.34	2,546,277.34
Total U S Treasury Nt 2.750% 5/31/23		2,450,000.000	.00	- 2,546,277.34	2,546,277.34
08/31/2022	Purchased 2,700,000 Par Value Of U S Treasury Nt 2.875% 9/30/23 Trade Date 8/31/22 Purchased Through Bmo-Chicago Branch Swift External Ref#: 113995811083122 2,700,000 Par Value At 99.4023437 % 9128285D8	2,700,000.000	.00	- 2,683,863.28	2,683,863.28

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Total U S Treasury Nt 2.875% 9/30/23		2,700,000.000	.00	- 2,683,863.28	2,683,863.28
Total Government Issues		30,800,000.000	.00	- 30,913,748.05	30,913,748.05
Total Purchases		151,295,316.960	.00	- 151,203,488.76	151,203,488.76

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SALES AND MATURITIES

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Cash And Equivalents						
10/14/2021	Sold 749,347.5 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 10/14/21 94975H296	- 749,347.500	.00	749,347.50	- 749,347.50	.00
10/18/2021	Sold 5,679,991.19 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 10/18/21 94975H296	- 5,679,991.190	.00	5,679,991.19	- 5,679,991.19	.00
10/25/2021	Sold 681.82 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 10/25/21 94975H296	- 681.820	.00	681.82	- 681.82	.00
11/04/2021	Sold 1,348,667.63 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/4/21 94975H296	- 1,348,667.630	.00	1,348,667.63	- 1,348,667.63	.00
11/10/2021	Sold 923,892.77 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/10/21 94975H296	- 923,892.770	.00	923,892.77	- 923,892.77	.00
11/10/2021	Sold 1,349,493.75 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/10/21 94975H296	- 1,349,493.750	.00	1,349,493.75	- 1,349,493.75	.00
11/24/2021	Sold 680.97 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 11/24/21 94975H296	- 680.970	.00	680.97	- 680.97	.00

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12/02/2021	Sold 3,035,083.17 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 12/2/21 94975H296	- 3,035,083.170	.00	3,035,083.17	- 3,035,083.17	.00
12/07/2021	Sold 1,347,954 Units Of Allspring Treas Plus Mm Inst Trade Date 12/7/21 94975H296	- 1,347,954.000	.00	1,347,954.00	- 1,347,954.00	.00
12/23/2021	Sold 681.39 Units Of Allspring Treas Plus Mm Inst Trade Date 12/23/21 94975H296	- 681.390	.00	681.39	- 681.39	.00
01/07/2022	Sold 1,348,792.5 Units Of Allspring Treas Plus Mm Inst Trade Date 1/7/22 94975H296	- 1,348,792.500	.00	1,348,792.50	- 1,348,792.50	.00
01/24/2022	Sold 1,298,694.22 Units Of Allspring Treas Plus Mm Inst Trade Date 1/24/22 94975H296	- 1,298,694.220	.00	1,298,694.22	- 1,298,694.22	.00
01/25/2022	Sold 680.53 Units Of Allspring Treas Plus Mm Inst Trade Date 1/25/22 94975H296	- 680.530	.00	680.53	- 680.53	.00
02/04/2022	Sold 1,248,483.33 Units Of Allspring Treas Plus Mm Inst Trade Date 2/4/22 94975H296	- 1,248,483.330	.00	1,248,483.33	- 1,248,483.33	.00

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02/09/2022	Sold 1,348,683.75 Units Of Allspring Treas Plus Mm Inst Trade Date 2/9/22 94975H296	- 1,348,683.750	.00	1,348,683.75	- 1,348,683.75	.00
02/10/2022	Sold 1,416,995.92 Units Of Allspring Treas Plus Mm Inst Trade Date 2/10/22 94975H296	- 1,416,995.920	.00	1,416,995.92	- 1,416,995.92	.00
02/22/2022	Sold 3,045,473.93 Units Of Allspring Treas Plus Mm Inst Trade Date 2/22/22 94975H296	- 3,045,473.930	.00	3,045,473.93	- 3,045,473.93	.00
02/25/2022	Sold 679.35 Units Of Allspring Treas Plus Mm Inst Trade Date 2/25/22 94975H296	- 679.350	.00	679.35	- 679.35	.00
03/01/2022	Sold 7,694,627.13 Units Of Allspring Treas Plus Mm Inst Trade Date 3/1/22 94975H296	- 7,694,627.130	.00	7,694,627.13	- 7,694,627.13	.00
03/25/2022	Sold 680.25 Units Of Allspring Treas Plus Mm Inst Trade Date 3/25/22 94975H296	- 680.250	.00	680.25	- 680.25	.00
04/05/2022	Sold 847,958.82 Units Of Allspring Treas Plus Mm Inst Trade Date 4/5/22 94975H296	- 847,958.820	.00	847,958.82	- 847,958.82	.00

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04/07/2022	Sold 697,454.72 Units Of Allspring Treas Plus Mm Inst Trade Date 4/7/22 94975H296	- 697,454.720	.00	697,454.72	- 697,454.72	.00
04/20/2022	Sold 1,335,757.5 Units Of Allspring Treas Plus Mm Inst Trade Date 4/20/22 94975H296	- 1,335,757.500	.00	1,335,757.50	- 1,335,757.50	.00
04/26/2022	Sold 678.9 Units Of Allspring Treas Plus Mm Inst Trade Date 4/26/22 94975H296	- 678.900	.00	678.90	- 678.90	.00
05/04/2022	Sold 1,349,076 Units Of Allspring Treas Plus Mm Inst Trade Date 5/4/22 94975H296	- 1,349,076.000	.00	1,349,076.00	- 1,349,076.00	.00
05/10/2022	Sold 1,342,740 Units Of Allspring Treas Plus Mm Inst Trade Date 5/10/22 94975H296	- 1,342,740.000	.00	1,342,740.00	- 1,342,740.00	.00
05/17/2022	Sold 1,295,060 Units Of Allspring Treas Plus Mm Inst Trade Date 5/17/22 94975H296	- 1,295,060.000	.00	1,295,060.00	- 1,295,060.00	.00
05/20/2022	Sold 2,706,584.27 Units Of Allspring Treas Plus Mm Inst Trade Date 5/20/22 94975H296	- 2,706,584.270	.00	2,706,584.27	- 2,706,584.27	.00

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05/25/2022	Sold 678.34 Units Of Allspring Treas Plus Mm Inst Trade Date 5/25/22 94975H296	- 678.340	.00	678.34	- 678.34	.00
05/27/2022	Sold 1,344,834.38 Units Of Allspring Treas Plus Mm Inst Trade Date 5/27/22 94975H296	- 1,344,834.380	.00	1,344,834.38	- 1,344,834.38	.00
06/01/2022	Sold 1,348,740 Units Of Allspring Treas Plus Mm Inst Trade Date 6/1/22 94975H296	- 1,348,740.000	.00	1,348,740.00	- 1,348,740.00	.00
06/02/2022	Sold 2,691,882.09 Units Of Allspring Treas Plus Mm Inst Trade Date 6/2/22 94975H296	- 2,691,882.090	.00	2,691,882.09	- 2,691,882.09	.00
06/27/2022	Sold 679.51 Units Of Allspring Treas Plus Mm Inst Trade Date 6/27/22 94975H296	- 679.510	.00	679.51	- 679.51	.00
07/01/2022	Sold 1,347,977.25 Units Of Allspring Treas Plus Mm Inst Trade Date 7/1/22 94975H296	- 1,347,977.250	.00	1,347,977.25	- 1,347,977.25	.00
07/06/2022	Sold 2,337,591.05 Units Of Allspring Treas Plus Mm Inst Trade Date 7/6/22 94975H296	- 2,337,591.050	.00	2,337,591.05	- 2,337,591.05	.00

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07/26/2022	Sold 1,341,228.21 Units Of Allspring Treas Plus Mm Inst Trade Date 7/26/22 94975H296	- 1,341,228.210	.00	1,341,228.21	- 1,341,228.21	.00
08/01/2022	Sold 1,347,356.25 Units Of Allspring Treas Plus Mm Inst Trade Date 8/1/22 94975H296	- 1,347,356.250	.00	1,347,356.25	- 1,347,356.25	.00
08/04/2022	Sold 1,340,381.25 Units Of Allspring Treas Plus Mm Inst Trade Date 8/4/22 94975H296	- 1,340,381.250	.00	1,340,381.25	- 1,340,381.25	.00
08/08/2022	Sold 993,191.67 Units Of Allspring Treas Plus Mm Inst Trade Date 8/8/22 94975H296	- 993,191.670	.00	993,191.67	- 993,191.67	.00
08/25/2022	Sold 678.46 Units Of Allspring Treas Plus Mm Inst Trade Date 8/25/22 94975H296	- 678.460	.00	678.46	- 678.46	.00
08/31/2022	Sold 1,346,844.38 Units Of Allspring Treas Plus Mm Inst Trade Date 8/31/22 94975H296	- 1,346,844.380	.00	1,346,844.38	- 1,346,844.38	.00
09/01/2022	Sold 6,564,627.66 Units Of Allspring Treas Plus Mm Inst Trade Date 9/1/22 94975H296	- 6,564,627.660	.00	6,564,627.66	- 6,564,627.66	.00

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09/02/2022	Sold 294,098.31 Units Of Allspring Treas Plus Mm Inst Trade Date 9/2/22 94975H296	- 294,098.310	.00	294,098.31	- 294,098.31	.00
09/09/2022	Sold 1,339,605 Units Of Allspring Treas Plus Mm Inst Trade Date 9/9/22 94975H296	- 1,339,605.000	.00	1,339,605.00	- 1,339,605.00	.00
09/13/2022	Sold 987,400 Units Of Allspring Treas Plus Mm Inst Trade Date 9/13/22 94975H296	- 987,400.000	.00	987,400.00	- 987,400.00	.00
09/26/2022	Sold 680.2 Units Of Allspring Treas Plus Mm Inst Trade Date 9/26/22 94975H296	- 680.200	.00	680.20	- 680.20	.00
09/27/2022	Sold 1,087,765.56 Units Of Allspring Treas Plus Mm Inst Trade Date 9/27/22 94975H296	- 1,087,765.560	.00	1,087,765.56	- 1,087,765.56	.00
09/29/2022	Sold 1,347,806.25 Units Of Allspring Treas Plus Mm Inst Trade Date 9/29/22 94975H296	- 1,347,806.250	.00	1,347,806.25	- 1,347,806.25	.00
09/30/2022	Sold 1,290,243.75 Units Of Allspring Treas Plus Mm Inst Trade Date 9/30/22 94975H296	- 1,290,243.750	.00	1,290,243.75	- 1,290,243.75	.00

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Total Allspring Treas Plus Mm Inst		- 69,769,864.880	.00	69,769,864.88	- 69,769,864.88	.00
06/01/2022	Matured 1,350,000 Par Value Of Anglesea Fdg Plc C P 6/01/22 Trade Date 6/1/22 1,350,000 Par Value At 100 % 0347M3F17	- 1,350,000.000	.00	1,349,076.00	- 1,349,076.00	.00
Total Anglesea Fdg Plc C P 6/01/22		- 1,350,000.000	.00	1,349,076.00	- 1,349,076.00	.00
07/01/2022	Matured 1,350,000 Par Value Of Anglesea Fdg Plc C P 7/01/22 Trade Date 7/1/22 1,350,000 Par Value At 100 % 0347M3G16	- 1,350,000.000	.00	1,348,740.00	- 1,348,740.00	.00
Total Anglesea Fdg Plc C P 7/01/22		- 1,350,000.000	.00	1,348,740.00	- 1,348,740.00	.00
08/01/2022	Matured 1,350,000 Par Value Of Anglesea Fdg Plc C P 8/01/22 Trade Date 8/1/22 1,350,000 Par Value At 100 % 0347M3H15	- 1,350,000.000	.00	1,347,977.25	- 1,347,977.25	.00
Total Anglesea Fdg Plc C P 8/01/22		- 1,350,000.000	.00	1,347,977.25	- 1,347,977.25	.00
08/31/2022	Matured 1,350,000 Par Value Of Anglesea Fdg Plc C P 8/31/22 Trade Date 8/31/22 1,350,000 Par Value At 100 % 0347M3HX5	- 1,350,000.000	.00	1,347,356.25	- 1,347,356.25	.00
Total Anglesea Fdg Plc C P 8/31/22		- 1,350,000.000	.00	1,347,356.25	- 1,347,356.25	.00

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DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
06/01/2022	Matured 1,350,000 Par Value Of Asb Fin Ltd London Brh C P 6/01/22 Trade Date 6/1/22 1,350,000 Par Value At 100 % 0020P3F17	- 1,350,000.000	.00	1,348,667.63	- 1,348,667.63	.00
Total Asb Fin Ltd London Brh C P 6/01/22		- 1,350,000.000	.00	1,348,667.63	- 1,348,667.63	.00
11/03/2021	Matured 1,350,000 Par Value Of Asb Fin Ltd London Brh C P 11/03/21 Trade Date 11/3/21 1,350,000 Par Value At 100 % 0020P2Y34	- 1,350,000.000	.00	1,348,254.38	- 1,348,254.38	.00
Total Asb Fin Ltd London Brh C P 11/03/21		- 1,350,000.000	.00	1,348,254.38	- 1,348,254.38	.00
02/09/2022	Matured 1,350,000 Par Value Of Atlantic Asset C P 2/09/22 Trade Date 2/9/22 1,350,000 Par Value At 100 % 04821UB92	- 1,350,000.000	.00	1,349,044.50	- 1,349,044.50	.00
Total Atlantic Asset C P 2/09/22		- 1,350,000.000	.00	1,349,044.50	- 1,349,044.50	.00
05/10/2022	Matured 1,350,000 Par Value Of Atlantic Asset C P 5/10/22 Trade Date 5/10/22 1,350,000 Par Value At 100 % 04821UEA6	- 1,350,000.000	.00	1,348,683.75	- 1,348,683.75	.00
Total Atlantic Asset C P 5/10/22		- 1,350,000.000	.00	1,348,683.75	- 1,348,683.75	.00

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09/08/2022	Matured 1,350,000 Par Value Of Atlantic Asset C P 9/08/22 Trade Date 9/8/22 1,350,000 Par Value At 100 % 04821UJ86	- 1,350,000.000	.00	1,342,740.00	- 1,342,740.00	.00
Total Atlantic Asset C P 9/08/22		- 1,350,000.000	.00	1,342,740.00	- 1,342,740.00	.00
05/27/2022	Matured 1,250,000 Par Value Of Australia New C P 5/27/22 Trade Date 5/27/22 1,250,000 Par Value At 100 % 05253CET9	- 1,250,000.000	.00	1,248,483.33	- 1,248,483.33	.00
Total Australia New C P 5/27/22		- 1,250,000.000	.00	1,248,483.33	- 1,248,483.33	.00
02/04/2022	Matured 1,250,000 Par Value Of Australia New Zealand C P 2/04/22 Trade Date 2/4/22 1,250,000 Par Value At 100 % 05253CB47	- 1,250,000.000	.00	1,248,368.75	- 1,248,368.75	.00
Total Australia New Zealand C P 2/04/22		- 1,250,000.000	.00	1,248,368.75	- 1,248,368.75	.00
08/30/2022	Matured 1,350,000 Par Value Of Australia New Zealand C P 8/30/22 Trade Date 8/30/22 1,350,000 Par Value At 100 % 05253CHW9	- 1,350,000.000	.00	1,344,834.38	- 1,344,834.38	.00
Total Australia New Zealand C P 8/30/22		- 1,350,000.000	.00	1,344,834.38	- 1,344,834.38	.00

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09/06/2022	Matured 1,000,000 Par Value Of Charta LLC Disc Coml C P 9/06/22 Trade Date 9/6/22 1,000,000 Par Value At 100 % 16115WJ65	- 1,000,000.000	.00	995,608.33	- 995,608.33	.00
Total Charta LLC Disc Coml C P 9/06/22		- 1,000,000.000	.00	995,608.33	- 995,608.33	.00
04/18/2022	Matured 1,350,000 Par Value Of Crown Point Cap Co C P 4/18/22 Trade Date 4/18/22 1,350,000 Par Value At 100 % 2284K1DJ9	- 1,350,000.000	.00	1,348,282.88	- 1,348,282.88	.00
Total Crown Point Cap Co C P 4/18/22		- 1,350,000.000	.00	1,348,282.88	- 1,348,282.88	.00
11/08/2021	Matured 1,350,000 Par Value Of Dbs Bank Ltd C P 11/08/21 Trade Date 11/8/21 1,350,000 Par Value At 100 % 23305DY82	- 1,350,000.000	.00	1,348,998.75	- 1,348,998.75	.00
Total Dbs Bank Ltd C P 11/08/21		- 1,350,000.000	.00	1,348,998.75	- 1,348,998.75	.00
06/01/2022	Matured 1,350,000 Par Value Of Dbs Bk Ltd Singapore C P 6/01/22 Trade Date 6/1/22 1,350,000 Par Value At 100 % 23305EF16	- 1,350,000.000	.00	1,347,954.00	- 1,347,954.00	.00
Total Dbs Bk Ltd Singapore C P 6/01/22		- 1,350,000.000	.00	1,347,954.00	- 1,347,954.00	.00

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09/01/2022	Matured 1,350,000 Par Value Of Dbs Bk Ltd Singapore C P 9/01/22 Trade Date 9/1/22 1,350,000 Par Value At 100 % 23305EJ12	- 1,350,000.000	.00	1,344,642.38	- 1,344,642.38	.00
Total Dbs Bk Ltd Singapore C P 9/01/22		- 1,350,000.000	.00	1,344,642.38	- 1,344,642.38	.00
05/26/2022	Matured 1,000,000 Par Value Of Dnb Bk Asa Disc Coml C P 5/26/22 Trade Date 5/26/22 1,000,000 Par Value At 100 % 2332K1ES5	- 1,000,000.000	.00	998,916.67	- 998,916.67	.00
Total Dnb Bk Asa Disc Coml C P 5/26/22		- 1,000,000.000	.00	998,916.67	- 998,916.67	.00
07/05/2022	Matured 850,000 Par Value Of Gotham Fdg Corp C P 7/05/22 Trade Date 7/5/22 850,000 Par Value At 100 % 38346MG57	- 850,000.000	.00	847,958.82	- 847,958.82	.00
Total Gotham Fdg Corp C P 7/05/22		- 850,000.000	.00	847,958.82	- 847,958.82	.00
09/29/2022	Matured 1,350,000 Par Value Of Gotham Fdg Corp Disc C P 9/29/22 Trade Date 9/29/22 1,350,000 Par Value At 100 % 38346MJV7	- 1,350,000.000	.00	1,342,509.38	- 1,342,509.38	.00
Total Gotham Fdg Corp Disc C P 9/29/22		- 1,350,000.000	.00	1,342,509.38	- 1,342,509.38	.00

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12/03/2021	Matured 1,400,000 Par Value Of Lma S A Lma Amers LLC C P 12/03/21 Trade Date 12/3/21 1,400,000 Par Value At 100 % 53944QZ37	- 1,400,000.000	.00	1,399,100.11	- 1,399,100.11	.00
Total Lma S A Lma Amers LLC C P 12/03/21		- 1,400,000.000	.00	1,399,100.11	- 1,399,100.11	.00
04/05/2022	Matured 1,250,000 Par Value Of MacQuarie Bk Ltd Disc C P 4/05/22 Trade Date 4/5/22 1,250,000 Par Value At 100 % 55607LD50	- 1,250,000.000	.00	1,249,387.50	- 1,249,387.50	.00
Total MacQuarie Bk Ltd Disc C P 4/05/22		- 1,250,000.000	.00	1,249,387.50	- 1,249,387.50	.00
01/24/2022	Matured 1,300,000 Par Value Of Mountcliff Fdg LLC Disc C P 1/24/22 Trade Date 1/24/22 1,300,000 Par Value At 100 % 62455BAQ8	- 1,300,000.000	.00	1,298,931.83	- 1,298,931.83	.00
Total Mountcliff Fdg LLC Disc C P 1/24/22		- 1,300,000.000	.00	1,298,931.83	- 1,298,931.83	.00
05/17/2022	Matured 1,300,000 Par Value Of Mountcliff Fdg LLC Disc C P 5/17/22 Trade Date 5/17/22 1,300,000 Par Value At 100 % 62455BEH4	- 1,300,000.000	.00	1,298,694.22	- 1,298,694.22	.00
Total Mountcliff Fdg LLC Disc C P 5/17/22		- 1,300,000.000	.00	1,298,694.22	- 1,298,694.22	.00

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08/15/2022	Matured 1,300,000 Par Value Of Mountcliff Fdg LLC Disc C P 8/15/22 Trade Date 8/15/22 1,300,000 Par Value At 100 % 62455BHF5	- 1,300,000.000	.00	1,295,060.00	- 1,295,060.00	.00
Total Mountcliff Fdg LLC Disc C P 8/15/22		- 1,300,000.000	.00	1,295,060.00	- 1,295,060.00	.00
01/07/2022	Matured 1,350,000 Par Value Of National Bk Cda Disc C P 1/07/22 Trade Date 1/7/22 1,350,000 Par Value At 100 % 63307MA74	- 1,350,000.000	.00	1,348,950.00	- 1,348,950.00	.00
Total National Bk Cda Disc C P 1/07/22		- 1,350,000.000	.00	1,348,950.00	- 1,348,950.00	.00
07/25/2022	Matured 1,350,000 Par Value Of National Bk Cda Disc C P 7/25/22 Trade Date 7/25/22 1,350,000 Par Value At 100 % 63307MGR4	- 1,350,000.000	.00	1,347,674.63	- 1,347,674.63	.00
Total National Bk Cda Disc C P 7/25/22		- 1,350,000.000	.00	1,347,674.63	- 1,347,674.63	.00
08/04/2022	Matured 700,000 Par Value Of Old Line Fdg LLC Disc C P 8/04/22 Trade Date 8/4/22 700,000 Par Value At 100 % 67983UH48	- 700,000.000	.00	697,454.72	- 697,454.72	.00
Total Old Line Fdg LLC Disc C P 8/04/22		- 700,000.000	.00	697,454.72	- 697,454.72	.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
10/01/2021	Matured 700,000 Par Value Of Oversea Chinese Bkg C P 10/01/21 Trade Date 10/1/21 700,000 Par Value At 100 % 69034AX15	- 700,000.000	.00	699,261.50	- 699,261.50	.00
Total Oversea Chinese Bkg C P 10/01/21		- 700,000.000	.00	699,261.50	- 699,261.50	.00
05/10/2022	Matured 1,350,000 Par Value Of Ridgefield Fdg Co LLC C P 5/10/22 Trade Date 5/10/22 1,350,000 Par Value At 100 % 76582KEA5	- 1,350,000.000	.00	1,348,438.88	- 1,348,438.88	.00
Total Ridgefield Fdg Co LLC C P 5/10/22		- 1,350,000.000	.00	1,348,438.88	- 1,348,438.88	.00
11/10/2021	Matured 1,350,000 Par Value Of Sheffield Receivable C P 11/10/21 Trade Date 11/10/21 1,350,000 Par Value At 100 % 82124LYA4	- 1,350,000.000	.00	1,349,550.00	- 1,349,550.00	.00
Total Sheffield Receivable C P 11/10/21		- 1,350,000.000	.00	1,349,550.00	- 1,349,550.00	.00
02/08/2022	Matured 1,350,000 Par Value Of Sheffield Receivables C P 2/08/22 Trade Date 2/8/22 1,350,000 Par Value At 100 % 82124MB82	- 1,350,000.000	.00	1,349,493.75	- 1,349,493.75	.00
Total Sheffield Receivables C P 2/08/22		- 1,350,000.000	.00	1,349,493.75	- 1,349,493.75	.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
05/03/2022	Matured 1,350,000 Par Value Of Sheffield Receivables C P 5/03/22 Trade Date 5/3/22 1,350,000 Par Value At 100 % 82124ME30	- 1,350,000.000	.00	1,349,066.25	- 1,349,066.25	.00
Total Sheffield Receivables C P 5/03/22		- 1,350,000.000	.00	1,349,066.25	- 1,349,066.25	.00
04/06/2022	Matured 750,000 Par Value Of Standard Chartered Bk C P 4/06/22 Trade Date 4/6/22 750,000 Par Value At 100 % 85324UD67	- 750,000.000	.00	749,347.50	- 749,347.50	.00
Total Standard Chartered Bk C P 4/06/22		- 750,000.000	.00	749,347.50	- 749,347.50	.00
09/22/2022	Matured 1,000,000 Par Value Of Sumitomo Mitsui Tr Bk C P 9/22/22 Trade Date 9/22/22 1,000,000 Par Value At 100 % 86563HJN1	- 1,000,000.000	.00	995,081.67	- 995,081.67	.00
Total Sumitomo Mitsui Tr Bk C P 9/22/22		- 1,000,000.000	.00	995,081.67	- 995,081.67	.00
05/19/2022	Matured 1,350,000 Par Value Of Toronto Dominion Bk C P 5/19/22 Trade Date 5/19/22 1,350,000 Par Value At 100 % 89119BEK8	- 1,350,000.000	.00	1,348,482.00	- 1,348,482.00	.00
Total Toronto Dominion Bk C P 5/19/22		- 1,350,000.000	.00	1,348,482.00	- 1,348,482.00	.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/04/2022	Matured 250,000 Par Value Of Toronto Dominion Bk C P 8/04/22 Trade Date 8/4/22 250,000 Par Value At 100 % 89119BH41	- 250,000.000	.00	249,150.00	- 249,150.00	.00
Total Toronto Dominion Bk C P 8/04/22		- 250,000.000	.00	249,150.00	- 249,150.00	.00
02/14/2022	Matured 1,250,000 Par Value Of United Overseas Bk Ltd C P 2/14/22 Trade Date 2/14/22 1,250,000 Par Value At 100 % 91127QBE8	- 1,250,000.000	.00	1,248,661.46	- 1,248,661.46	.00
Total United Overseas Bk Ltd C P 2/14/22		- 1,250,000.000	.00	1,248,661.46	- 1,248,661.46	.00
05/02/2022	Matured 1,350,000 Par Value Of Versailles Coml Paper C P 5/02/22 Trade Date 5/2/22 1,350,000 Par Value At 100 % 92512ME21	- 1,350,000.000	.00	1,348,792.50	- 1,348,792.50	.00
Total Versailles Coml Paper C P 5/02/22		- 1,350,000.000	.00	1,348,792.50	- 1,348,792.50	.00
08/08/2022	Matured 1,350,000 Par Value Of Versailles Coml Paper C P 8/08/22 Trade Date 8/8/22 1,350,000 Par Value At 100 % 92512MH85	- 1,350,000.000	.00	1,344,907.50	- 1,344,907.50	.00
Total Versailles Coml Paper C P 8/08/22		- 1,350,000.000	.00	1,344,907.50	- 1,344,907.50	.00
Total Cash And Equivalents		- 118,719,864.880	.00	118,632,448.33	- 118,632,448.33	.00

US Government Issues

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/31/2022	Matured 3,000,000 Par Value Of U S Treasury Nt 0.125% 8/31/22 Trade Date 8/31/22 3,000,000 Par Value At 100 % 91282CAG6	- 3,000,000.000	.00	3,000,000.00	- 2,991,914.06	8,085.94
Total U S Treasury Nt 0.125% 8/31/22		- 3,000,000.000	.00	3,000,000.00	- 2,991,914.06	8,085.94
08/15/2022	Matured 1,400,000 Par Value Of U S Treasury Nt 1.500% 8/15/22 Trade Date 8/15/22 1,400,000 Par Value At 100 % 912828YA2	- 1,400,000.000	.00	1,400,000.00	- 1,406,781.25	- 6,781.25
Total U S Treasury Nt 1.500% 8/15/22		- 1,400,000.000	.00	1,400,000.00	- 1,406,781.25	- 6,781.25
09/15/2022	Matured 4,650,000 Par Value Of U S Treasury Nt 1.500% 9/15/22 Trade Date 9/15/22 4,650,000 Par Value At 100 % 912828YF1	- 4,650,000.000	.00	4,650,000.00	- 4,670,525.39	- 20,525.39
Total U S Treasury Nt 1.500% 9/15/22		- 4,650,000.000	.00	4,650,000.00	- 4,670,525.39	- 20,525.39
10/31/2021	Matured 900,000 Par Value Of U S Treasury Nt 1.500% 10/31/21 Trade Date 10/31/21 900,000 Par Value At 100 % 912828YP9	- 900,000.000	.00	900,000.00	- 911,425.78	- 11,425.78
Total U S Treasury Nt 1.500% 10/31/21		- 900,000.000	.00	900,000.00	- 911,425.78	- 11,425.78

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
02/28/2022	Matured 2,350,000 Par Value Of U S Treasury Nt 1.750% 2/28/22 Trade Date 2/28/22 2,350,000 Par Value At 100 % 912828J43	- 2,350,000.000	.00	2,350,000.00	- 2,385,525.39	- 35,525.39
Total U S Treasury Nt 1.750% 2/28/22		- 2,350,000.000	.00	2,350,000.00	- 2,385,525.39	- 35,525.39
11/30/2021	Matured 2,950,000 Par Value Of U S Treasury Nt 1.750% 11/30/21 Trade Date 11/30/21 2,950,000 Par Value At 100 % 912828U65	- 2,950,000.000	.00	2,950,000.00	- 2,990,216.80	- 40,216.80
Total U S Treasury Nt 1.750% 11/30/21		- 2,950,000.000	.00	2,950,000.00	- 2,990,216.80	- 40,216.80
01/31/2022	Matured 1,350,000 Par Value Of U S Treasury Nt 1.875% 1/31/22 Trade Date 1/31/22 1,350,000 Par Value At 100 % 912828V72	- 1,350,000.000	.00	1,350,000.00	- 1,371,462.89	- 21,462.89
Total U S Treasury Nt 1.875% 1/31/22		- 1,350,000.000	.00	1,350,000.00	- 1,371,462.89	- 21,462.89
02/28/2022	Matured 2,700,000 Par Value Of U S Treasury Nt 1.875% 2/28/22 Trade Date 2/28/22 2,700,000 Par Value At 100 % 912828W55	- 2,700,000.000	.00	2,700,000.00	- 2,747,671.88	- 47,671.88
Total U S Treasury Nt 1.875% 2/28/22		- 2,700,000.000	.00	2,700,000.00	- 2,747,671.88	- 47,671.88

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/31/2022	Matured 3,000,000 Par Value Of U S Treasury Nt 1.875% 8/31/22 Trade Date 8/31/22 3,000,000 Par Value At 100 % 912828L24	- 3,000,000.000	.00	3,000,000.00	- 3,018,281.25	- 18,281.25
Total U S Treasury Nt 1.875% 8/31/22		- 3,000,000.000	.00	3,000,000.00	- 3,018,281.25	- 18,281.25
06/30/2022	Matured 1,500,000 Par Value Of U S Treasury Nt 2.125% 6/30/22 Trade Date 6/30/22 1,500,000 Par Value At 100 % 912828XG0	- 1,500,000.000	.00	1,500,000.00	- 1,534,277.34	- 34,277.34
Total U S Treasury Nt 2.125% 6/30/22		- 1,500,000.000	.00	1,500,000.00	- 1,534,277.34	- 34,277.34
02/15/2022	Matured 5,450,000 Par Value Of U S Treasury Nt 2.500% 2/15/22 Trade Date 2/15/22 5,450,000 Par Value At 100 % 9128286C9	- 5,450,000.000	.00	5,450,000.00	- 5,588,269.54	- 138,269.54
Total U S Treasury Nt 2.500% 2/15/22		- 5,450,000.000	.00	5,450,000.00	- 5,588,269.54	- 138,269.54
10/15/2021	Matured 2,650,000 Par Value Of U S Treasury Nt 2.875% 10/15/21 Trade Date 10/15/21 2,650,000 Par Value At 100 % 9128285F3	- 2,650,000.000	.00	2,650,000.00	- 2,716,146.48	- 66,146.48
Total U S Treasury Nt 2.875% 10/15/21		- 2,650,000.000	.00	2,650,000.00	- 2,716,146.48	- 66,146.48
Total Government Issues		- 31,900,000.000	.00	31,900,000.00	- 32,332,498.05	- 432,498.05
Total Sales And Maturities		- 150,619,864.880	.00	150,532,448.33	- 150,964,946.38	- 432,498.05

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SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

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BOND SUMMARY

		PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
SHORT-TERM MATURITY DETAIL				
30 Days or Less				
U S Treasury Nt	1.375% 10/15/22	3,000,000.00	2,998,680.00	17.03
Total 30 Days or Less		3,000,000.00	2,998,680.00	17.03
31 to 60 Days				
U S Treasury Nt	0.125% 10/31/22	3,000,000.00	2,993,970.00	17.00
Total 31 to 60 Days		3,000,000.00	2,993,970.00	17.00
61 to 90 Days				
U S Treasury Nt	0.125% 11/30/22	2,500,000.00	2,487,900.00	14.13
U S Treasury Nt	2.000% 11/30/22	900,000.00	898,281.00	5.10
Total 61 to 90 Days		3,400,000.00	3,386,181.00	19.23
91 to 120 Days				
Total 91 to 120 Days		.00	.00	0.01
121 to 180 Days				
U S Treasury Nt	1.750% 1/31/23	2,600,000.00	2,583,412.00	14.67
U S Treasury Nt	0.125% 2/28/23	2,700,000.00	2,659,608.00	15.10
U S Treasury Nt	2.625% 2/28/23	3,000,000.00	2,986,770.00	16.96
Total 121 to 180 Days		8,300,000.00	8,229,790.00	46.73
Total		17,700,000.00	17,608,621.00	100.00

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BOND SUMMARY (continued)

		PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
MATURITY SUMMARY				
2022		9,400,000.00	9,378,831.00	28.16
2023		23,300,000.00	22,972,662.00	68.98
2024		1,000,000.00	955,350.00	2.86
Total		33,700,000.00	33,306,843.00	100.00
MOODY'S RATING				
Aaa		28,000,000.00	27,758,445.00	83.34
N/A		5,700,000.00	5,548,398.00	16.66
Total		33,700,000.00	33,306,843.00	100.00
S&P RATING				
N/A		33,700,000.00	33,306,843.00	100.00
Total		33,700,000.00	33,306,843.00	100.00

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FORM 5500 - ASSETS AND LIABILITIES

	BEGINNING OF YEAR	END OF YEAR
ASSETS		
(A) TOTAL NONINTEREST-BEARING CASH	.00	.00
(B) RECEIVABLES (LESS DOUBTFUL ACCOUNTS)		
(1) EMPLOYERS	.00	.00
(2) PARTICIPANTS	.00	.00
(3) OTHER	124,474.69	106,587.26
(C) GENERAL INVESTMENTS:		
(1) INTEREST BEARING CASH	.00	.00
(2) U. S. GOVERNMENT SECURITIES	35,093,663.00	33,306,843.00
(3) CORPORATE DEBT INSTRUMENTS:		
(a) PREFERRED	16,342,854.50	16,106,866.50
(b) ALL OTHER	.00	.00
(4) CORPORATE STOCKS:		
(a) PREFERRED	.00	.00
(b) COMMON	.00	.00
(5) PARTNERSHIP/JOINT VENTURE INTERESTS	.00	.00
(6) REAL ESTATE	.00	.00
(7) LOANS (OTHER THAN TO PARTICIPANTS)	.00	.00
(8) PARTICIPANT LOANS	.00	.00
(9) VALUE OF INT.- COMM/COLL TRUST	.00	.00
(10) VALUE OF INT.- POOLED SEP ACCTS	.00	.00
(11) VALUE OF INT.- MASTER TRUSTS	.00	.00
(12) VALUE OF INT.- 103-12 ENTITIES	.00	.00
(13) VALUE OF INT.- REGIS INVES CO.	3,109,462.29	5,034,914.37
(14) VALUE OF UNALLOCATED INS. CONTRACTS	.00	.00
(15) OTHER	.00	.00
(D) EMPLOYER-RELATED INVESTMENTS:		
(1) EMPLOYER SECURITIES	.00	.00
(2) EMPLOYER REAL PROPERTY	.00	.00
(E) BUILDINGS AND OTHER PROPERTY	.00	.00
(F) TOTAL ASSETS	54,670,454.48	54,555,211.13
LIABILITIES		
(G) BENEFIT CLAIMS PAYABLE	.00	.00
(H) OPERATING PAYABLES	.00	.00

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FORM 5500 - ASSETS AND LIABILITIES (continued)

	BEGINNING OF YEAR	END OF YEAR
(I) ACQUISITION INDEBTEDNESS	.00	.00
(J) OTHER LIABILITIES	.00	.00
(K) TOTAL LIABILITIES	.00	.00
(L) NET ASSETS	54,670,454.48	54,555,211.13

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FORM 5500 - INCOME AND EXPENSES

	AMOUNT	TOTAL
INCOME		
(A) CONTRIBUTIONS:		
(1) RECEIVED OR RECEIVABLE FROM:		
(a) EMPLOYERS	.00	
(b) PARTICIPANTS	.00	
(c) OTHERS (INCLUDING ROLLOVERS)	.00	
(2) NONCASH CONTRIBUTIONS	.00	
(3) TOTAL CONTRIBUTIONS		.00
(B) EARNINGS ON INVESTMENTS:		
(1) INTEREST:		
(a) INTEREST-BEARING CASH	.00	
(b) U.S. GOVERNMENT SECURITIES	562,044.57	
(c) CORPORATE DEBT INSTRUMENTS	87,416.55	
(d) LOANS (OTHER THAN TO PARTICIPANTS)	.00	
(e) PARTICIPANT LOANS	.00	
(f) OTHER	.00	
(g) TOTAL INTEREST		649,461.12
(2) DIVIDENDS:		
(a) PREFERRED STOCK	.00	
(b) COMMON STOCK	.00	
(c) REGISTERED INVESTMENT COMPANY SHARES	11,849.81	
(d) TOTAL DIVIDENDS		11,849.81
(3) RENTS		.00
(4) NET GAIN (LOSS) ON SALE OF ASSETS:		
(a) AGGREGATE PROCEEDS	80,762,583.45	
(b) AGGREGATE CARRYING AMOUNT	- 80,937,842.07	
(c) NET GAIN (LOSS)		- 175,258.62
(5) UNREALIZED APPRE (DEPRE) OF ASSETS		
(a) REAL ESTATE	.00	
(b) OTHER	- 593,137.73	
(c) TOTAL UNREALIZED APPRE OF ASSETS		- 593,137.73
(6) NET INV. G/L - COMM/COLL TRUSTS		.00
(7) NET INV. G/L - POOLED SEP ACCTS		.00
(8) NET INV. G/L - MASTER TRUSTS		.00
(9) NET INV. G/L - 103-12 INV. ENTITIES		.00

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FORM 5500 - INCOME AND EXPENSES (continued)

	AMOUNT	TOTAL
(10) NET INV. G/L - REG. INVEST. CO.		.00
(C) OTHER INCOME		.00
(D) TOTAL INCOME		- 107,085.42
EXPENSES		
(E) BENEFIT PMTS & PMTS TO PROVIDE BENE		
(1) TO PARTICIPANTS/BENEFICIARIES	.00	
(2) TO INSURANCE CARRIERS	.00	
(3) OTHER	.00	
(4) TOTAL BENEFIT PAYMENTS		.00
(F) CORRECTIVE DISTRIBUTIONS		.00
(G) DEEMED DISTRIB OF PARTICIPANT LOANS		.00
(H) INTEREST EXPENSE		.00
(I) ADMINISTRATIVE EXPENSES		
(1) PROFESSIONAL FEES	- 8,157.93	
(2) CONTRACT ADMINISTRATOR FEES	.00	
(3) INVESTMENT ADVISORY & MGT FEES	.00	
(4) OTHER	.00	
(5) TOTAL ADMINISTRATIVE EXPENSES		- 8,157.93
(J) TOTAL EXPENSES		- 8,157.93
NET INCOME AND RECONCILIATION		
(K) NET INCOME (LOSS)		- 115,243.35
(L) TRANSFERS OF ASSETS		
(1) TO THIS PLAN		.00
(2) FROM THIS PLAN		.00
NET ASSETS AT BEGINNING OF YEAR		54,670,454.48

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FORM 5500 - INCOME AND EXPENSES (continued)

	AMOUNT	TOTAL
NET ASSETS AT END OF YEAR		54,555,211.13

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5500 ASSETS ACQUIRED AND DISPOSED OF WITHIN YEAR

DESCRIPTION	SHARES/FACE AMOUNT	COST OF ACQUISITIONS	PROCEEDS OF DISPOSITIONS
Cash And Equivalents			
Corporate Short Term Obligations			
Anglesea Fdg Plc C P 0347M3F17	6/01/22 1,350,000.000	1,349,076.00	1,349,076.00
Anglesea Fdg Plc C P 0347M3G16	7/01/22 1,350,000.000	1,348,740.00	1,348,740.00
Anglesea Fdg Plc C P 0347M3H15	8/01/22 1,350,000.000	1,347,977.25	1,347,977.25
Anglesea Fdg Plc C P 0347M3HX5	8/31/22 1,350,000.000	1,347,356.25	1,347,356.25
Asb Fin Ltd London Brh C P 0020P3F17	6/01/22 1,350,000.000	1,348,667.63	1,348,667.63
Atlantic Asset C P 04821UEA6	5/10/22 1,350,000.000	1,348,683.75	1,348,683.75
Atlantic Asset C P 04821UJ86	9/08/22 1,350,000.000	1,342,740.00	1,342,740.00
Australia New C P 05253CET9	5/27/22 1,250,000.000	1,248,483.33	1,248,483.33
Australia New Zealand C P 05253CHW9	8/30/22 1,350,000.000	1,344,834.38	1,344,834.38
Charta LLC Disc Coml C P 16115WJ65	9/06/22 1,000,000.000	995,608.33	995,608.33
Dbs Bk Ltd Singapore C P 23305EF16	6/01/22 1,350,000.000	1,347,954.00	1,347,954.00
Dbs Bk Ltd Singapore C P 23305EJ12	9/01/22 1,350,000.000	1,344,642.38	1,344,642.38
Gotham Fdg Corp C P 38346MG57	7/05/22 850,000.000	847,958.82	847,958.82

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5500 ASSETS ACQUIRED AND DISPOSED OF WITHIN YEAR (continued)

DESCRIPTION	SHARES/FACE AMOUNT	COST OF ACQUISITIONS	PROCEEDS OF DISPOSITIONS
Gotham Fdg Corp Disc C P 9/29/22 38346MJV7	1,350,000.000	1,342,509.38	1,342,509.38
MacQuarie Bk Ltd Disc C P 4/05/22 55607LD50	1,250,000.000	1,249,387.50	1,249,387.50
Mountcliff Fdg LLC Disc C P 5/17/22 62455BEH4	1,300,000.000	1,298,694.22	1,298,694.22
Mountcliff Fdg LLC Disc C P 8/15/22 62455BHF5	1,300,000.000	1,295,060.00	1,295,060.00
National Bk Cda Disc C P 7/25/22 63307MGR4	1,350,000.000	1,347,674.63	1,347,674.63
Old Line Fdg LLC Disc C P 8/04/22 67983UH48	700,000.000	697,454.72	697,454.72
Ridgefield Fdg Co LLC C P 5/10/22 76582KEA5	1,350,000.000	1,348,438.88	1,348,438.88
Sheffield Receivables C P 2/08/22 82124MB82	1,350,000.000	1,349,493.75	1,349,493.75
Sheffield Receivables C P 5/03/22 82124ME30	1,350,000.000	1,349,066.25	1,349,066.25
Standard Chartered Bk C P 4/06/22 85324UD67	750,000.000	749,347.50	749,347.50
Sumitomo Mitsui Tr Bk C P 9/22/22 86563HJN1	1,000,000.000	995,081.67	995,081.67
Toronto Dominion Bk C P 8/04/22 89119BH41	250,000.000	249,150.00	249,150.00
Versailles Coml Paper C P 5/02/22 92512ME21	1,350,000.000	1,348,792.50	1,348,792.50
Versailles Coml Paper C P 8/08/22 92512MH85	1,350,000.000	1,344,907.50	1,344,907.50
Total Corporate Short Term Obligations	32,600,000.000	32,527,780.62	32,527,780.62

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5500 ASSETS ACQUIRED AND DISPOSED OF WITHIN YEAR (continued)

DESCRIPTION	SHARES/FACE AMOUNT	COST OF ACQUISITIONS	PROCEEDS OF DISPOSITIONS
Total Cash And Equivalents	32,600,000.000	32,527,780.62	32,527,780.62
Total Assets	32,600,000.000	32,527,780.62	32,527,780.62

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
BEGINNING MARKET VALUE					54,670,454.48		
COMPARATIVE VALUE (5%)					2,733,522.72		
CATEGORY 1 - SINGLE TRANSACTION EXCEEDS 5% OF VALUE							
Issue: 91282CAG6 - U S Treasury Nt 0.125% 8/31/22							
02/28/2022	B	3,000,000.000	.9973		- 2,991,914 *	2,991,914	
08/31/2022	S	- 3,000,000.000	1.0000		3,000,000 *	2,991,914	8,086
Issue: 91282CCU3 - U S Treasury Nt 0.125% 8/31/23							
08/31/2022	B	3,000,000.000	.9672		- 2,901,563 *	2,901,563	
Issue: 912828L24 - U S Treasury Nt 1.875% 8/31/22							
02/18/2022	B	3,000,000.000	1.0061		- 3,018,281 *	3,018,281	
08/31/2022	S	- 3,000,000.000	1.0000		3,000,000 *	3,018,281	- 18,281
Issue: 912828U65 - U S Treasury Nt 1.750% 11/30/21							
11/30/2021	S	- 2,950,000.000	1.0000		2,950,000 *	2,990,217	- 40,217
Issue: 912828YF1 - U S Treasury Nt 1.500% 9/15/22							
02/28/2022	B	4,650,000.000	1.0044		- 4,670,525 *	4,670,525	
09/15/2022	S	- 4,650,000.000	1.0000		4,650,000 *	4,670,525	- 20,525
Issue: 912828YK0 - U S Treasury Nt 1.375% 10/15/22							
12/01/2021	B	3,000,000.000	1.0099		- 3,029,648 *	3,029,648	
Issue: 9128284A5 - U S Treasury Nt 2.625% 2/28/23							
10/15/2021	B	3,000,000.000	1.0325		- 3,097,500 *	3,097,500	
Issue: 9128286C9 - U S Treasury Nt 2.500% 2/15/22							

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
02/15/2022	S	- 5,450,000.000	1.0000		5,450,000 *	5,588,270	- 138,270
Issue: 94975H296 - Allspring Treas Plus Mm Inst							
10/18/2021	S	- 5,679,991.190	1.0000		5,679,991 *	5,679,991	
11/30/2021	B	3,020,062.500	1.0000		- 3,020,063 *	3,020,063	
12/02/2021	S	- 3,035,083.170	1.0000		3,035,083 *	3,035,083	
02/15/2022	B	4,279,237.500	1.0000		- 4,279,238 *	4,279,238	
02/22/2022	S	- 3,045,473.930	1.0000		3,045,474 *	3,045,474	
02/28/2022	B	5,165,062.500	1.0000		- 5,165,063 *	5,165,063	
03/01/2022	S	- 7,694,627.130	1.0000		7,694,627 *	7,694,627	
06/01/2022	B	4,050,000.000	1.0000		- 4,050,000 *	4,050,000	
08/31/2022	B	5,085,195.500	1.0000		- 5,085,196 *	5,085,196	
09/01/2022	S	- 6,564,627.660	1.0000		6,564,628 *	6,564,628	
09/15/2022	B	4,684,875.000	1.0000		- 4,684,875 *	4,684,875	
GRAND TOTAL				0	91,063,669	91,272,876	- 209,207

CATEGORY 2 - SERIES OF TRANSACTIONS WITH SAME BROKER EXCEEDS 5% OF VALUE

Broker: Barclays Capital Inc. Fixed In

Issue: 9128284A5 - U S Treasury Nt 2.625% 2/28/23							
10/15/2021	B	3,000,000.000	1.0325		- 3,097,500 *	3,097,500	
Issue: 23305EF16 - Dbs Bk Ltd Singapore C P 6/01/22							
12/06/2021	B	1,350,000.000	.9985		- 1,347,954	1,347,954	
Issue: 05253CET9 - Australia New C P 5/27/22							
02/04/2022	B	1,250,000.000	.9988		- 1,248,483	1,248,483	

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
02/08/2022	Issue: 82124ME30 - Sheffield Receivables C P B	5/03/22 1,350,000.000	.9993		- 1,349,066	1,349,066	
04/06/2022	Issue: 67983UH48 - Old Line Fdg LLC Disc C P B	8/04/22 700,000.000	.9964		- 697,455	697,455	
07/01/2022	Issue: 0347M3H15 - Anglesea Fdg Plc C P B	8/01/22 1,350,000.000	.9985		- 1,347,977	1,347,977	
08/04/2022	Issue: 52953BL27 - Lexington Parker Cap Co C P B	11/02/22 1,350,000.000	.9929		- 1,340,381	1,340,381	
08/30/2022	Issue: 79490BLU8 - Salisbury Receivables C P B	11/28/22 1,350,000.000	.9923		- 1,339,587	1,339,587	
09/01/2022	Issue: 23305EQ14 - Dbs Bk Ltd Singapore C P B	3/01/23 1,000,000.000	.9822		- 982,156	982,156	
Total For Barclays Capital Inc. Fixed In				0	12,750,559	12,750,559	0

Broker: BofA Securities, Inc./Fxd Inc

11/03/2021	Issue: 0020P3F17 - Asb Fin Ltd London Brh C P B	6/01/22 1,350,000.000	.9990		- 1,348,668	1,348,668	
11/10/2021	Issue: 82124MB82 - Sheffield Receivables C P B	2/08/22 1,350,000.000	.9996		- 1,349,494	1,349,494	
01/07/2022	Issue: 92512ME21 - Versailles Coml Paper C P B	5/02/22 1,350,000.000	.9991		- 1,348,793	1,348,793	
02/09/2022	Issue: 04821UEA6 - Atlantic Asset C P B	5/10/22 1,350,000.000	.9990		- 1,348,684	1,348,684	
02/14/2022	Issue: 55607LD50 - MacQuarie Bk Ltd Disc C P B	4/05/22 1,250,000.000	.9995		- 1,249,388	1,249,388	
05/03/2022	Issue: 0347M3F17 - Anglesea Fdg Plc C P B	6/01/22 1,350,000.000	.9993		- 1,349,076	1,349,076	

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
05/10/2022	Issue: 04821UJ86 - Atlantic Asset C P B	9/08/22 1,350,000.000	.9946		- 1,342,740	1,342,740	
05/26/2022	Issue: 16115WJ65 - Charta LLC Disc Coml C P B	9/06/22 1,000,000.000	.9956		- 995,608	995,608	
09/08/2022	Issue: 04821UM66 - Atlantic Asset C P B	12/06/22 1,350,000.000	.9923		- 1,339,605	1,339,605	
09/12/2022	Issue: 6117P5NH6 - Mont Blanc Cap Corp C P B	1/17/23 1,000,000.000	.9874		- 987,400	987,400	
Total For BofA Securities, Inc./Fxd Inc				0	12,659,456	12,659,456	0
Broker: Credit Suisse Securities (USA)							
04/05/2022	Issue: 38346MG57 - Gotham Fdg Corp C P B	7/05/22 850,000.000	.9976		- 847,959	847,959	
07/05/2022	Issue: 38346MJV7 - Gotham Fdg Corp Disc C P B	9/29/22 1,350,000.000	.9945		- 1,342,509	1,342,509	
08/08/2022	Issue: 92512ML23 - Versailles Coml Paper C P B	11/02/22 1,000,000.000	.9932		- 993,192	993,192	
09/01/2022	Issue: 1247P3M82 - Cafco LLC Disc Coml C P B	12/08/22 300,000.000	.9918		- 297,535	297,535	
09/26/2022	Issue: 1247P3N99 - Cafco LLC Disc Coml C P B	1/09/23 1,100,000.000	.9889		- 1,087,766	1,087,766	
09/29/2022	Issue: 62455BKH7 - Mountcliff Fdg LLC Disc C P B	10/17/22 1,350,000.000	.9984		- 1,347,806	1,347,806	
Total For Credit Suisse Securities (USA)				0	5,916,767	5,916,767	0

Broker: J.P. Morgan Securities LLC

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
10/13/2021	Issue: 85324UD67 - Standard Chartered Bk C P B	4/06/22 750,000.000	.9991		- 749,348	749,348	
11/09/2021	Issue: 76582KEA5 - Ridgefield Fdg Co LLC C P B	5/10/22 1,350,000.000	.9988		- 1,348,439	1,348,439	
12/01/2021	Issue: 912828YK0 - U S Treasury Nt B	1.375% 10/15/22 3,000,000.000	1.0099		- 3,029,648 *	3,029,648	
04/19/2022	Issue: 2284K1LH4 - Crown Pt Cap Co LLC C P B	11/17/22 1,350,000.000	.9895		- 1,335,758	1,335,758	
05/02/2022	Issue: 92512MH85 - Versailles Coml Paper C P B	8/08/22 1,350,000.000	.9962		- 1,344,908	1,344,908	
05/27/2022	Issue: 05253CHW9 - Australia New Zealand C P B	8/30/22 1,350,000.000	.9962		- 1,344,834	1,344,834	
07/05/2022	Issue: 86563HJN1 - Sumitomo Mitsui Tr Bk C P B	9/22/22 1,000,000.000	.9951		- 995,082	995,082	
07/25/2022	Issue: 55607LKQ6 - MacQuarie Bk Ltd Disc C P B	10/24/22 1,350,000.000	.9930		- 1,340,550	1,340,550	
Total For J.P. Morgan Securities LLC				0	11,488,567	11,488,567	0

Broker: Jefferies LLC-Bonds Direct Div

02/28/2022	Issue: 91282CAG6 - U S Treasury Nt B	0.125% 8/31/22 3,000,000.000	.9973		- 2,991,914 *	2,991,914	
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Broker: Rbc Capital Markets, LLC

01/24/2022	Issue: 62455BEH4 - Mountcliff Fdg LLC Disc C P B	5/17/22 1,300,000.000	.9990		- 1,298,694	1,298,694	
04/05/2022	Issue: 89119BH41 - Toronto Dominion Bk C P B	8/04/22 250,000.000	.9966		- 249,150	249,150	
05/17/2022	Issue: 62455BHF5 - Mountcliff Fdg LLC Disc C P B	8/15/22 1,300,000.000	.9962		- 1,295,060	1,295,060	

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
06/01/2022	Issue: 23305EJ12 - Dbs Bk Ltd Singapore C P B	9/01/22 1,350,000.000	.9960		- 1,344,642	1,344,642	
06/01/2022	Issue: 0347M3G16 - Anglesea Fdg Plc C P B	7/01/22 1,350,000.000	.9991		- 1,348,740	1,348,740	
06/01/2022	Issue: 63307MGR4 - National Bk Cda Disc C P B	7/25/22 1,350,000.000	.9983		- 1,347,675	1,347,675	
08/01/2022	Issue: 0347M3HX5 - Anglesea Fdg Plc C P B	8/31/22 1,350,000.000	.9980		- 1,347,356	1,347,356	
08/30/2022	Issue: 67983UNQ2 - Old Line Fdg LLC Disc C P B	1/24/23 1,350,000.000	.9865		- 1,331,784	1,331,784	
08/30/2022	Issue: 53944RKJ6 - Lma S A Lma Amers LLC C P B	10/18/22 1,000,000.000	.9963		- 996,280	996,280	
08/31/2022	Issue: 0347M3K37 - Anglesea Fdg Plc C P B	10/03/22 1,350,000.000	.9977		- 1,346,844	1,346,844	
Total For Rbc Capital Markets, LLC				0	11,906,225	11,906,225	0
Broker: Rbs Securities Inc.							
02/18/2022	Issue: 912828L24 - U S Treasury Nt B	1.875% 8/31/22 3,000,000.000	1.0061		- 3,018,281 *	3,018,281	
Broker: Wells Fargo Securities, LLC							
02/28/2022	Issue: 912828YF1 - U S Treasury Nt B	1.500% 9/15/22 4,650,000.000	1.0044		- 4,670,525 *	4,670,525	
08/31/2022	Issue: 91282CCU3 - U S Treasury Nt B	0.125% 8/31/23 3,000,000.000	.9672		- 2,901,563 *	2,901,563	
Total For Wells Fargo Securities, LLC				0	7,572,088	7,572,088	0

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
GRAND TOTAL				0	68,303,857	68,303,857	0

CATEGORY 3 - SERIES OF TRANSACTIONS IN SAME SECURITY EXCEEDS 5% OF VALUE

Issue: 91282CAG6 - U S Treasury Nt 0.125% 8/31/22

02/28/2022	B	3,000,000.000	.9973		- 2,991,914 *	2,991,914	
Total For Buys				0	2,991,914	2,991,914	0
08/31/2022	S	- 3,000,000.000	1.0000		3,000,000 *	2,991,914	8,086
Total For Sells				0	3,000,000	2,991,914	8,086
Total U S Treasury Nt 0.125% 8/31/22				0	5,991,914	5,983,828	8,086

Issue: 91282CCU3 - U S Treasury Nt 0.125% 8/31/23

08/31/2022	B	3,000,000.000	.9672		- 2,901,563 *	2,901,563	
Total For Buys				0	2,901,563	2,901,563	0

Issue: 912828L24 - U S Treasury Nt 1.875% 8/31/22

02/18/2022	B	3,000,000.000	1.0061		- 3,018,281 *	3,018,281	
Total For Buys				0	3,018,281	3,018,281	0
08/31/2022	S	- 3,000,000.000	1.0000		3,000,000 *	3,018,281	- 18,281

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total For Sells				0	3,000,000	3,018,281	- 18,281
Total U S Treasury Nt 1.875% 8/31/22				0	6,018,281	6,036,562	- 18,281
Issue: 912828U65 - U S Treasury Nt 1.750% 11/30/21							
11/30/2021	S	- 2,950,000.000	1.0000		2,950,000 *	2,990,217	- 40,217
Total For Sells				0	2,950,000	2,990,217	- 40,217
Issue: 912828YA2 - U S Treasury Nt 1.500% 8/15/22							
02/09/2022	B	1,400,000.000	1.0048		- 1,406,781	1,406,781	
Total For Buys				0	1,406,781	1,406,781	0
08/15/2022	S	- 1,400,000.000	1.0000		1,400,000	1,406,781	- 6,781
Total For Sells				0	1,400,000	1,406,781	- 6,781
Total U S Treasury Nt 1.500% 8/15/22				0	2,806,781	2,813,562	- 6,781
Issue: 912828YF1 - U S Treasury Nt 1.500% 9/15/22							
02/28/2022	B	4,650,000.000	1.0044		- 4,670,525 *	4,670,525	
Total For Buys				0	4,670,525	4,670,525	0
09/15/2022	S	- 4,650,000.000	1.0000		4,650,000 *	4,670,525	- 20,525

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total For Sells				0	4,650,000	4,670,525	- 20,525
Total U S Treasury Nt 1.500% 9/15/22				0	9,320,525	9,341,050	- 20,525
Issue: 912828YK0 - U S Treasury Nt 1.375% 10/15/22							
12/01/2021	B	3,000,000.000	1.0099		- 3,029,648 *	3,029,648	
Total For Buys				0	3,029,648	3,029,648	0
Issue: 9128284A5 - U S Treasury Nt 2.625% 2/28/23							
10/15/2021	B	3,000,000.000	1.0325		- 3,097,500 *	3,097,500	
Total For Buys				0	3,097,500	3,097,500	0
Issue: 9128286C9 - U S Treasury Nt 2.500% 2/15/22							
02/15/2022	S	- 5,450,000.000	1.0000		5,450,000 *	5,588,270	- 138,270
Total For Sells				0	5,450,000	5,588,270	- 138,270
Issue: 94975H296 - Allspring Treas Plus Mm Inst							
10/01/2021	B	700,000.000	1.0000		- 700,000	700,000	
10/04/2021	B	29.020	1.0000		- 29	29	
10/15/2021	B	2,688,093.750	1.0000		- 2,688,094	2,688,094	
11/01/2021	B	930,156.250	1.0000		- 930,156	930,156	
11/02/2021	B	19.390	1.0000		- 19	19	

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
11/03/2021	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
11/08/2021	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
11/30/2021	B	3,020,062.500	1.0000		- 3,020,063 *	3,020,063	
12/03/2021	B	1,400,000.000	1.0000		- 1,400,000	1,400,000	
12/31/2021	B	15,937.500	1.0000		- 15,938	15,938	
01/04/2022	B	3.870	1.0000		- 4	4	
01/07/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
01/24/2022	B	1,300,000.000	1.0000		- 1,300,000	1,300,000	
01/31/2022	B	1,385,406.250	1.0000		- 1,385,406	1,385,406	
02/02/2022	B	1.470	1.0000		- 1	1	
02/04/2022	B	1,250,000.000	1.0000		- 1,250,000	1,250,000	
02/08/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
02/09/2022	B	933.750	1.0000		- 934	934	
02/14/2022	B	1,250,000.000	1.0000		- 1,250,000	1,250,000	
02/15/2022	B	4,279,237.500	1.0000		- 4,279,238 *	4,279,238	
02/28/2022	B	5,165,062.500	1.0000		- 5,165,063 *	5,165,063	
03/02/2022	B	21.760	1.0000		- 22	22	
03/15/2022	B	34,875.000	1.0000		- 34,875	34,875	
03/31/2022	B	18,750.000	1.0000		- 18,750	18,750	
04/04/2022	B	4.970	1.0000		- 5	5	
04/05/2022	B	1,250,000.000	1.0000		- 1,250,000	1,250,000	
04/06/2022	B	500,850.000	1.0000		- 500,850	500,850	

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
04/18/2022	B	1,370,625.000	1.0000		- 1,370,625	1,370,625	
05/02/2022	B	1,373,406.250	1.0000		- 1,373,406	1,373,406	
05/03/2022	B	5,164.970	1.0000		- 5,165	5,165	
05/10/2022	B	2,700,000.000	1.0000		- 2,700,000	2,700,000	
05/17/2022	B	1,300,000.000	1.0000		- 1,300,000	1,300,000	
05/19/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
05/26/2022	B	1,000,000.000	1.0000		- 1,000,000	1,000,000	
05/27/2022	B	254,391.670	1.0000		- 254,392	254,392	
05/31/2022	B	66,187.500	1.0000		- 66,188	66,188	
06/01/2022	B	4,050,000.000	1.0000		- 4,050,000 *	4,050,000	
06/30/2022	B	1,515,937.500	1.0000		- 1,515,938	1,515,938	
07/01/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
07/05/2022	B	850,380.900	1.0000		- 850,381	850,381	
07/25/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
08/01/2022	B	1,372,750.000	1.0000		- 1,372,750	1,372,750	
08/02/2022	B	806.500	1.0000		- 807	807	
08/04/2022	B	950,000.000	1.0000		- 950,000	950,000	
08/08/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
08/15/2022	B	2,710,500.000	1.0000		- 2,710,500	2,710,500	
08/30/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
08/31/2022	B	5,085,195.500	1.0000		- 5,085,196 *	5,085,196	
09/06/2022	B	17,844.440	1.0000		- 17,844	17,844	

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Period from October 1, 2021 to September 30, 2022

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
09/08/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
09/15/2022	B	4,684,875.000	1.0000		- 4,684,875 *	4,684,875	
09/22/2022	B	1,000,000.000	1.0000		- 1,000,000	1,000,000	
09/29/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
09/30/2022	B	1,347,806.250	1.0000		- 1,347,806	1,347,806	
Total For Buys				0	71,695,320	71,695,320	0
10/14/2021	S	- 749,347.500	1.0000		749,348	749,348	
10/18/2021	S	- 5,679,991.190	1.0000		5,679,991 *	5,679,991	
10/25/2021	S	- 681.820	1.0000		682	682	
11/04/2021	S	- 1,348,667.630	1.0000		1,348,668	1,348,668	
11/10/2021	S	- 923,892.770	1.0000		923,893	923,893	
11/10/2021	S	- 1,349,493.750	1.0000		1,349,494	1,349,494	
11/24/2021	S	- 680.970	1.0000		681	681	
12/02/2021	S	- 3,035,083.170	1.0000		3,035,083 *	3,035,083	
12/07/2021	S	- 1,347,954.000	1.0000		1,347,954	1,347,954	
12/23/2021	S	- 681.390	1.0000		681	681	
01/07/2022	S	- 1,348,792.500	1.0000		1,348,793	1,348,793	
01/24/2022	S	- 1,298,694.220	1.0000		1,298,694	1,298,694	
01/25/2022	S	- 680.530	1.0000		681	681	
02/04/2022	S	- 1,248,483.330	1.0000		1,248,483	1,248,483	
02/09/2022	S	- 1,348,683.750	1.0000		1,348,684	1,348,684	

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
02/10/2022	S	- 1,416,995.920	1.0000		1,416,996	1,416,996	
02/22/2022	S	- 3,045,473.930	1.0000		3,045,474 *	3,045,474	
02/25/2022	S	- 679.350	1.0000		679	679	
03/01/2022	S	- 7,694,627.130	1.0000		7,694,627 *	7,694,627	
03/25/2022	S	- 680.250	1.0000		680	680	
04/05/2022	S	- 847,958.820	1.0000		847,959	847,959	
04/07/2022	S	- 697,454.720	1.0000		697,455	697,455	
04/20/2022	S	- 1,335,757.500	1.0000		1,335,758	1,335,758	
04/26/2022	S	- 678.900	1.0000		679	679	
05/04/2022	S	- 1,349,076.000	1.0000		1,349,076	1,349,076	
05/10/2022	S	- 1,342,740.000	1.0000		1,342,740	1,342,740	
05/17/2022	S	- 1,295,060.000	1.0000		1,295,060	1,295,060	
05/20/2022	S	- 2,706,584.270	1.0000		2,706,584	2,706,584	
05/25/2022	S	- 678.340	1.0000		678	678	
05/27/2022	S	- 1,344,834.380	1.0000		1,344,834	1,344,834	
06/01/2022	S	- 1,348,740.000	1.0000		1,348,740	1,348,740	
06/02/2022	S	- 2,691,882.090	1.0000		2,691,882	2,691,882	
06/27/2022	S	- 679.510	1.0000		680	680	
07/01/2022	S	- 1,347,977.250	1.0000		1,347,977	1,347,977	
07/06/2022	S	- 2,337,591.050	1.0000		2,337,591	2,337,591	
07/26/2022	S	- 1,341,228.210	1.0000		1,341,228	1,341,228	
08/01/2022	S	- 1,347,356.250	1.0000		1,347,356	1,347,356	

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
08/04/2022	S	- 1,340,381.250	1.0000		1,340,381	1,340,381	
08/08/2022	S	- 993,191.670	1.0000		993,192	993,192	
08/25/2022	S	- 678.460	1.0000		678	678	
08/31/2022	S	- 1,346,844.380	1.0000		1,346,844	1,346,844	
09/01/2022	S	- 6,564,627.660	1.0000		6,564,628 *	6,564,628	
09/02/2022	S	- 294,098.310	1.0000		294,098	294,098	
09/09/2022	S	- 1,339,605.000	1.0000		1,339,605	1,339,605	
09/13/2022	S	- 987,400.000	1.0000		987,400	987,400	
09/26/2022	S	- 680.200	1.0000		680	680	
09/27/2022	S	- 1,087,765.560	1.0000		1,087,766	1,087,766	
09/29/2022	S	- 1,347,806.250	1.0000		1,347,806	1,347,806	
09/30/2022	S	- 1,290,243.750	1.0000		1,290,244	1,290,244	
Total For Sells				0	69,769,865	69,769,865	0
Total Allspring Treas Plus Mm Inst				0	141,465,185	141,465,185	0
GRAND TOTAL				0	183,031,397	183,247,385	- 215,988

CATEGORY 4 - SINGLE TRANSACTION WITH ONE BROKER EXCEEDS 5% OF VALUE

Broker: Barclays Capital Inc. Fixed In

Issue: 9128284A5 - U S Treasury Nt	2.625%	2/28/23		
10/15/2021	B	3,000,000.000	1.0325	- 3,097,500 * 3,097,500

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FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total For Barclays Capital Inc. Fixed In				0	12,750,559	12,750,559	0
Broker: J.P. Morgan Securities LLC							
12/01/2021	Issue: 912828YK0 - U S Treasury Nt 1.375% 10/15/22 B	3,000,000.000	1.0099		- 3,029,648 *	3,029,648	
Total For J.P. Morgan Securities LLC				0	11,488,567	11,488,567	0
Broker: Jefferies LLC-Bonds Direct Div							
02/28/2022	Issue: 91282CAG6 - U S Treasury Nt 0.125% 8/31/22 B	3,000,000.000	.9973		- 2,991,914 *	2,991,914	
Broker: Rbs Securities Inc.							
02/18/2022	Issue: 912828L24 - U S Treasury Nt 1.875% 8/31/22 B	3,000,000.000	1.0061		- 3,018,281 *	3,018,281	
Broker: Wells Fargo Securities, LLC							
02/28/2022	Issue: 912828YF1 - U S Treasury Nt 1.500% 9/15/22 B	4,650,000.000	1.0044		- 4,670,525 *	4,670,525	
08/31/2022	Issue: 91282CCU3 - U S Treasury Nt 0.125% 8/31/23 B	3,000,000.000	.9672		- 2,901,563 *	2,901,563	
Total For Wells Fargo Securities, LLC				0	7,572,088	7,572,088	0
GRAND TOTAL				0	19,709,431	19,709,431	0



Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.

Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.

Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.

Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.

Amortization - The decrease in value of a premium bond until maturity.

Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).

Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.

Cash - Cash activity that includes both income and principal cash categories.

Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.

Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.

Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.

Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.

Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.

Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.

Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.

Market Value - The price per unit multiplied by the number of units.

Maturity Date - The date on which an obligation or note matures.

Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.

Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.

Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.

Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.

Trade Date - The date a trade is legally entered into.

Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.

Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.

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U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

000015185 11 SP 000638332636083 S

CITY OF DEERFIELD BEACH
ATTN: FINANCE DEPARTMENT
150 NE 2ND AVENUE
DEERFIELD BEACH FL 33441





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1573

Agenda Date: 11/15/2022

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 request by the Florida Department of Transportation for a waiver of fees to use the Hillsboro Community Center building for a public meeting on February 9, 2023; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: (\$559.13)

Account Name: Program Activity Fees - Taxable

Account Number:001-0000-347-21-01

Background/History

The Florida Department of Transportation (FDOT) has requested a fee waiver to host a Public Meeting at the Hillsboro Community Center, 50 Hillsboro Technology Drive, Deerfield Beach, FL 33442 on February 9, 2023, from 1:00 pm to 8:00 pm.

Current Activity

FDOT has reserved the facility for February 9, 2023, for the FDOT-Dixie Highway Roadway Construction Public Meeting from 1:00 pm to 8:00 pm, including set-up and meeting time.

Recommendation

Staff recommends City Commission approval of the fee waiver.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A REQUEST BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A WAIVER OF FEES TO USE THE HILLSBORO COMMUNITY CENTER BUILDING FOR A PUBLIC MEETING ON FEBRUARY 9, 2023; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (“FDOT”), a state government entity, has requested that the City of Deerfield Beach (“City”) waive the fees to use the Hillsboro Community Center located at 50 Hillsboro Technology Drive, Deerfield Beach, FL 33442 on February 9, 2023, from 1:00 p.m. to 8:00 p.m. for a public meeting (“Event”); and

WHEREAS, the amount of fees FDOT is requesting to waive for use of the Hillsboro Community Center for the Event is \$559.13 (\$75/hour for a non-resident) (the “Fee Waiver”); and

WHEREAS, Section 2-547 of the City Code requires that any fee waiver associated with the rental of City property for a special event must be approved by the City Commission; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Fee Waiver for the Event.

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 Fee Waiver for the Event.

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. 2022-1610

Agenda Date: 11/15/2022

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 Deerfield Beach Family Empowerment, Inc. for administration of community development programs; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is an entitlement recipient of Federal and State grant funds from the U.S. Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation (FHFC) through the Community Development Block Grant (CDBG) Program, Home Investment Partnership (HOME) Program as a Broward County HOME Consortium member, and the State Housing Initiatives Partnership Program (SHIP), respectively. Funding through the aforementioned programs is utilized to administer the City's Homeowner Rehabilitation and Purchase Assistance programs, which are designed to serve low-and moderate-income households.

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 City also administers the Hurricane Loss Mitigation Program (HLMP), subject to funding from the Florida Division of Emergency Management, which promotes wind and flood mitigation and provides hazard mitigation retrofitting to residential properties.

On September 24, 2020, the City entered into a contract with Deerfield Beach Family Empowerment (DBFE), a nonprofit organization of the Deerfield Beach Housing Authority, to provide grant administration services for the City's Homeowner Rehabilitation and Purchase Assistance programs. The terms and conditions of the contract provide for two additional one-year renewal options. The initial contract expired on September 23, 2021 and the City exercised the right to extend the contract for the first of the two renewal periods in October 2021. The City Commission approved the first renewal contract for a term that began on October 1, 2021 and expired on September 30, 2022.

Current Activity

The City desires to continue its contractual relationship with DBFE. The City desires to enter into a new agreement with DBFE under the same terms as the original agreement from September 2020 for grant administration services effective for a term commencing on October 1, 2022 and ending on September 30,

2023. The estimated contractual cost is \$131,910 subject to increase if HLMP funding is received in FY 2023. The cost breakdown is as follows: CDBG - \$54,600; SHIP - \$54,810; and HOME \$22,500.

DBFE Scope of Services will include the following:

- Program implementation in compliance with federal and state rules and regulations and in accordance with outlined policies and procedures
- Compliance with the following plans: CDBG Annual Action Plan, SHIP Local Housing Assistance Plan, Broward County's Annual Action Plan
- Application Intake
- Income certification
- Conformity with Underwriting & Responsible Lending Standards
- Issuance of Notification of Award to qualified applicants
- Facilitate inspections and lead-based paint testing, when applicable
- Environmental Reviews
- Bid tabulations and Notification of Bid Awards and Notice to Proceed
- Coordinate meetings with homeowners and contractors to discuss scope of work, terms and conditions and execution of required agreements, documents and security instruments;
- Monitor and Supervise Contractor's performance of work
- Review and approve program invoices and billing packets
- Prepare weekly, monthly, and quarterly progress reports for the City and program funders
- Conduct weekly meetings/conference calls with the City
- Answer program questions from the public
- Attend public meetings and provide additional services, as needed

Recommendation

It is recommended that the City Commission authorize the execution of a new agreement between the City of Deerfield Beach and DBFE for a one-year term commencing on October 1, 2022 with an expiration date of September 30, 2023.

RESOLUTION NO. 2022/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH
DEERFIELD BEACH FAMILY EMPOWERMENT, INC. FOR
ADMINISTRATION OF COMMUNITY DEVELOPMENT PROGRAMS;
PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, the City is an entitlement recipient of Federal and State funds from the U.S. Department of Housing and Urban Development and Florida Housing Finance Corporation under the Community Development Block Grant (“CDBG”), State Housing Initiative Partnership (“SHIP”), Home Investment Partnership (“HOME”) and Hurricane Loss Mitigation Program (“HLMP”), Community Development Block Grant Coronavirus (“CDBG-CV”), and State of Florida Coronavirus Relief Funds (“CRF”); and

WHEREAS, the City desires to enter into an agreement with Deerfield Beach Family Empowerment, Inc. (“DBFE”) for DBFE to provide grant administration services (the “Services”) for the City’s Homeowner Rehabilitation, Purchase Assistance, Rental and Mortgage Assistance, Utility Assistance and Micro-Enterprise Assistance programs for CDBG, SHIP, HOME, HLMP, CDBG-CV and CRF (collectively, the “Community Development Programs”); and

WHEREAS, DBFE is a non-profit entity created by the Deerfield Beach Housing Authority (“DBHA”), which is a governmental entity; and

WHEREAS, Section 38-133 of the City’s Procurement Code provides for the City to contract with other government entities or agencies for services or commodities; and

WHEREAS, the City and DBFE desire to enter into an agreement for a one-year term, attached as Exhibit “A,” for the Services (the “Agreement”); and

WHEREAS, the compensation to be provided to DBFE for the Services is based on a percentage of the grant funds allocated for the Community Development Programs; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Agreement with DBFE for the Services.

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

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

Section 2. The City Commission hereby approves the Agreement with DBFE, attached as Exhibit “A,” for the Services.

Section 3. The City Manager is authorized to execute the Agreement with DBFE for the Services together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF DEERFIELD BEACH ("CITY"), a Florida municipal corporation, and DEERFIELD BEACH FAMILY EMPOWERMENT, INC. ("DBFE"), a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, CITY is desirous of retaining the services of DBFE to provide grant administration services for Homeowner Rehabilitation and Purchase Assistance programs, Rental and Mortgage Assistance, and Utility Assistance for Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP), Home Investment Partnership (HOME) and Hurricane Loss Mitigation Program (HLMP), Community Development Block Grant Coronavirus (CDBG-CV), State of Florida Coronavirus Relief Funds (CRF) (collectively referred to as the "Community Development Programs"); and

WHEREAS, DBFE desires to provide such grant administration services pursuant to the terms and conditions in this Agreement; and

WHEREAS, the City Commission and the DBFE Board find that this Agreement serves both a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Deerfield Beach.

NOW THEREFORE, be it agreed by and between the parties as follows

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

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

1.2 This is an Agreement for the performance of grant administration services by the DBFE in connection with the Community Development Programs operated by the CITY. The grant administration services to be performed are set forth in the attached Exhibit "1," which is hereby incorporated into this Agreement by this reference (the "Services"). The DBFE shall be responsible for the means and methods of performing the Services. The CITY shall have the sole decision making over matters of policy. In the performance of the Services, the DBFE shall adhere to all federal, state and local laws, rules, and regulations governing the implementation of community development programs and activities.

ARTICLE II

TERM AND TIME OF PERFORMANCE

2.1 The term of this Agreement shall commence as of October 1, 2022 ("Effective Date") and shall expire one (1) year from the Effective Date.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE III

COMPENSATION

3.1 CITY agrees to pay DBFE during the one (1) year term of this Agreement the amounts listed below by funding source, which amounts shall be accepted by DBFE as full compensation for all such work. It is acknowledged and agreed by DBFE that these amounts are the maximum payable and constitutes a limitation upon CITY's obligation to compensate DBFE for the Services. The amounts, however, do not constitute a limitation, of any sort, upon DBFE's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services, attached as Exhibit "1." No amount shall be paid to DBFE to reimburse DBFE for its expenses. The CITY may request additional or subsequent work to be performed regarding other federal or state funded program(s) not listed in Exhibit "1." Such work will be subject to additional negotiated fees and be evidenced by an amendment to this Agreement executed by the parties.

- CDBG: \$ 54,600.00
- SHIP: \$ 54,810.00
- HOME: \$ 22,500.00 (*payable at a cost of \$2,500 per assisted beneficiary*)
- HLMP: *subject to awarded funding*

3.2 DBFE may submit invoices for compensation on a monthly basis after the services for which the invoices are submitted have been completed. The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred, and any other information required by law.

3.3 CITY shall pay DBFE in accordance with the requirements of Florida's Prompt Payment Act after receipt of DBFE proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of DBFE to comply with a term, condition, or requirement of this Agreement. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Agreement Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE IV

INDEMNIFICATION

4.1 The CITY and the DBFE shall be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Agreement.

4.2 The CITY and the DBFE shall individually defend any action or proceeding brought against their respective agency pursuant to this Agreement, and shall be individually responsible for all of their respective costs, attorney fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof, including appellate proceedings.

4.3 The CITY and the DBFE agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement.

4.4 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Within five (5) days of the Effective Date, DBFE shall provide the CITY with certificates of insurance evidencing the required insurance. In the event DBFE is self-insured, DBFE shall provide CITY with such documentation evidencing such self-insurance as may be reasonably required by CITY.

4.5 Notwithstanding the provisions contained herein, nothing herein shall be construed as a waiver of either party's rights to sovereign immunity or any aspect thereof, including any rights and privileges as provided in Section 768.28, Florida Statutes.

ARTICLE V

TERMINATION

5.1 In the event DBFE defaults in any of the terms, obligations, restrictions or conditions in this Agreement, including, but not limited to, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, the CITY shall give DBFE written notice, of the default and that such default shall be corrected within three (3) business days thereof, or actions taken to correct such default shall be commenced within three (3) business days of written notice if corrective action is not reasonably capable of completion within three (3) business days, and DBFE shall diligently and promptly prosecute such corrective measures to completion. In the event DBFE has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of the Agreement upon thirty (30) days written notice of termination to DBFE, in which case DBFE shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement.

DBFE may terminate this Agreement for convenience by providing sixty (60) days written notice to the CITY whenever DBFE determines that such termination is in the best interest of the DBFE. Where the Agreement is terminated for the convenience of the DBFE the notice of termination to CITY must state that the Agreement is being terminated for the convenience of the DBFE under this termination clause and the extent of termination. In the event this Agreement is terminated for convenience, DBFE shall be paid for any services properly performed under the Agreement

through the termination date specified in the written notice of termination. CITY acknowledges and agrees that it has received good, valuable and sufficient consideration from DBFE, the receipt and adequacy of which are, hereby acknowledged by CITY, for DBFE's right to terminate this Agreement for convenience. In addition, the DBFE may terminate this Agreement by thirty (30) days written notice to the CITY if the CITY breaches or is in default of any material obligation under this Agreement, and has not cured such default or breach within thirty (30) days after receipt of notice of a default or breach specifying the nature of such default or breach in reasonable detail.

5.2 Upon sixty (60) calendar days written notice to DBFE, the CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to DBFE must state that the Agreement is being terminated for the convenience of the CITY under this termination clause and the extent of termination. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided. DBFE shall discontinue all work on the appointed last day of service. In the event this Contract is terminated for convenience, DBFE shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. DBFE acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by DBFE, for CITY's right to terminate this Agreement for convenience.

5.3 Intentionally Deleted

5.4 In the event this Agreement is terminated for any reason, any amounts due DBFE shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.1 of Article 7.

5.5 Should at any time during the term of this Agreement, the DBFE is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend DBFE until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

ARTICLE VI

EEO AND ADA COMPLIANCE

6.1 DBFE shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. DBFE shall include the foregoing or similar language in its Agreements with any subcontractors retained by the DBFE, except that any

project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

6.2 DBFE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. DBFE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, DBFE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE VII

MISCELLANEOUS

7.1 **RIGHTS IN DOCUMENTS AND WORK.** Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, DBFE grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by DBFE, whether finished or unfinished, shall become the property of CITY and shall be delivered by DBFE to the Agreement Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to DBFE shall be withheld until all documents are received as provided herein.

7.2 **AUDIT RIGHT AND RETENTION OF RECORDS.** CITY shall have the right to audit the books, records, and accounts of DBFE and its subcontractors that are related to this Project. DBFE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of DBFE and its subcontractors shall be kept in written form in both electronic and paper formats, or in a form capable of conversion into written form in electronic and paper formats and within a reasonable time, and upon request to do so, DBFE or its subcontractors, as applicable, shall make same available at no cost to CITY in written form in electronic and paper formats. DBFE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of seven (7) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or seven (7) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DBFE's and its subcontractors' records, DBFE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-

disclosure requirement of either federal or state law shall be violated by DBFE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.3 PUBLIC RECORDS. DBFE and its subcontractors shall comply with all requirements of the Florida Public Records Act; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the DBFE upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If DBFE does not comply with this section, the CITY shall enforce the contract provisions in accordance with this Agreement and may unilaterally cancel this Agreement in accordance with state law.

SECTION 119.0701(2)(a), Florida Statutes

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

**CITY CUSTODIAN OF PUBLIC
RECORDS: SAMANTHA GILLYARD,**
CMC, CITY CLERK
150 N.E. 2ND AVE.,
DEERFIELD
BEACH, FL 33441
954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by DBFE or its subcontractors.

DBFE shall, by written Agreement, require its subcontractors to agree to the requirements and obligations of this Section 7.3.

7.4 **BACKGROUND CHECKS:** In accordance with Section 38-117 of the City of Deerfield Beach Code of Ordinances, prior to beginning any services under this Agreement, the DBFE shall provide the CITY with a list of all employees who will have access to CITY property, project properties and grant recipient properties. The CITY shall obtain a background check through the National Crime Information Center (NCIC) at the DBFE's expense for each of the DBFE's employees who has access to such properties and who is doing the work required pursuant to this Agreement. The DBFE must ensure a similar check has been done of its subcontractor's employees who will have access to the CITY's property, project properties, or grant recipient properties.

7.4.1 If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, DBFE shall not assign the individual to any CITY property, project property or grant recipient property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the CITY's express written authorization. In the event that the DBFE intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

7.4.2 The DBFE shall certify compliance with the requirements of this Article by submitting a completed affidavit in the form provided by the City. The CITY reserves the right to approve or disapprove whether DBFE employees may perform the services for the CITY. Disapproval would apply solely to this Agreement and shall have no bearing on the DBFE's employment of an individual outside of this Agreement.

7.5 **COMPLAINTS AND DISPUTES:** All complaints concerning misconduct on the part of the DBFE-or disputes between CITY staff and the DBFE are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the DBFE and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the DBFE to follow any such determination could be considered a material breach and subject the DBFE to termination for cause. The DBFE agrees that any complaints received by the CITY concerning misconduct on the part of the DBFE, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The DBFE agrees to make any complaints concerning the CITY available to the Office of the City Manager for action as required.

7.6 INDEPENDENT CONTRACTOR. DBFE is an independent contractor under this Agreement. Services provided by DBFE pursuant to this Agreement shall be subject to the supervision of DBFE. In providing such Services, neither DBFE nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DBFE or DBFE's agents any authority of any kind to bind CITY in any respect whatsoever.

7.7 THIRD PARTY BENEFICIARIES. Neither DBFE nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.8 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

With copy to:

Anthony Soroka, City Attorney
1200 N Federal Highway, Suite 312
Boca Raton, Florida 33432

FOR DBFE:

LaTonya Coley-Mckenly, Executive Director
Deerfield Beach Housing DBFE
533 S. Dixie Highway
Deerfield Beach, FL 33441

7.9 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by DBFE of this Agreement or any right or interest herein without CITY's written consent. DBFE represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. DBFE shall perform its

duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of DBFE's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.10 CONFLICTS. Prior to performing any Services, all employees of the DBFE or DBFE contractor or consultant shall be provided a copy of the CITY's Conflict of Interest policy and each such employee shall acknowledge in writing their receipt of same. Neither DBFE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with DBFE's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. DBFE further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or DBFE is not a party, unless compelled by court process. Further, DBFE agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude DBFE or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event DBFE is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, DBFE agrees to require such subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as DBFE. In addition to the foregoing and at all times during the term hereof, the DBFE and its officials, officers, agents, consultants and employees shall be subject to and comply with CFR Section 511.12 governing Conflicts of Interest, which is expressly incorporated herein.

7.11 MATERIALITY AND WAIVER OF BREACH. CITY and DBFE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.12 COMPLIANCE WITH LAWS. DBFE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.13 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or DBFE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.14 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been

their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for **or** against any party.

7.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, DBFE AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.16 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and DBFE or others delegated to or otherwise authorized to execute same on their behalf.

7.17 PRIOR AGREEMENTS. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Agreement, whether oral or written.

7.18 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

7.19 REPRESENTATION OF DBFE. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal DBFE.

7.20 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

**DEERFIELD BEACH FAMILY
EMPOWERMENT, INC., a Florida not-
for-profit corporation**

By: _____
Annette Mitchell, President

Date: _____

ATTEST:

Anthony Pelt, Secretary

**CITY OF DEERFIELD BEACH, a
Florida municipal corporation**

By: _____
David Santucci, City Manager

ATTEST:

Samantha Gillyard, City Clerk

APPROVED AS TO FORM:

Anthony Soroka, City Attorney

General Scope of Services

Grant administration services for the City of Deerfield Beach Homeowner Rehabilitation and Purchase Assistance Programs which are designed to serve low- and moderate-income households. The programs are funded through the following federal and state grant programs, respectively: Community Development Block Grant (CDBG), Home Investment Partnership (HOME), State Housing Initiatives Partnership (SHIP), and Hurricane Loss Mitigation Program (HLMP), collectively referred to as Community Development Programs.

Program Summary

Homeowner Rehabilitation Assistance

The Homeowner Rehabilitation Program provides repair and rehabilitation assistance to low- and moderate-income residential households in the City of Deerfield Beach 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 provides non-luxury general property improvements that improve conditions, structure of the home and address energy efficiency. Funding through the Hurricane Loss Mitigation Program (HLMP) is utilized to promote wind and flood mitigation and provides hazard mitigation retrofitting to residential properties.

Purchase Assistance

The Purchase Assistance Program provides income-eligible (low- and moderate-income) first-time homebuyers with down payment, principal buy down, and closing cost assistance to purchase a residential property in the City of Deerfield Beach. The goal of the program is to expand homeownership opportunities for income eligible households and to increase homeownership within the City of Deerfield Beach.

Scope of Services

Grant administration services shall include, but isn't limited to the following:

1. Implement the City's Homeowner Rehabilitation and Purchase Assistance programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan, HLMP guidelines as well as each program's policies and procedures.

EXHIBIT 1

2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake
4. Complete all qualification and eligibility requirements for applicants (application intake, document review, determine income eligibility, conflict of interest waivers, etc.).
 - a. Pay Stubs
 - b. Bank Statements
 - c. General Application Forms
 - d. W-2 Documents
 - e. Tax Returns
 - f. Statement of Household Size
 - g. Property Insurance Documents
 - h. Notice of Ad Valorem taxes
 - i. Warranty Deed
 - j. Divorce, Alimony, Child Support Documents
 - k. Citizenship or Legal Alien Documents
 - l. HUD 8 Hour Class Certificate for Purchas Assistance
 - m. Send Approval or Disapproval Notice to Applicant.
(Documents are listed on current program applications)
5. Coordinate all aspects of the rehabilitation of units (after rehabilitation appraisals, inspections, construction, etc.).
 - a. Coordinate and review work specifications and cost estimates for each rehabilitation activity.
 - b. Obtain job estimates from approved inspectors for rehabilitation activities.
 - c. Approve or disapprove estimates pursuant to specifications
 - d. Review and tabulate home repair bids and award contracts.
 - e. Provide Notice of Proceed to encumber costs for the projects.
 - f. Prioritize repairs relative to health, safety, and welfare.
 - g. Ensure that contractor(s) have applied and/or received the proper permits
 - h. Monitor work performance of the contractor(s).
 - i. Review and approve release of funds to contractors, upon satisfactory completion of work.
6. Oversee the housing inspectors and contractors completing the Homeowner Rehabilitation Projects.
7. Coordinate Purchase Assistance activities
 - a. Coordinate lender and title company activities
 - b. Prepare program documents for purchase assistance closing
 - c. Review HUD-1 for program compliance

EXHIBIT 1

8. Complete Environmental reviews.
9. Prepare approval letters for payment to contractors, inspectors and title companies.
10. Provide monthly detailed progress reports indicating the status of projects, required quarterly reports and weekly updates throughout the project.
11. Conduct weekly meetings/conference calls with the City.
12. Prepare reports to Housing and Urban Development (HUD), Florida Housing Finance Corporation (FHFC), Broward County and other program funders.
13. Answer program questions from the public.
14. Attend public meetings as needed.
15. Provide additional services, as needed.

Rental Assistance

The Rental Assistance program provides emergency financial assistance to low or moderate-income families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020. Applicants are eligible to receive up to \$5,000.

Utility Assistance

The Utilities services assistance program provides up to \$1,000 emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020 and onward. Funds will be awarded as a grant.

The Scope of Services shall include but not be limited to the following:

1. Implement the duties of the City's Rental Assistance, Mortgage Assistance, Utilities Service Assistance and Micro Enterprise Programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake.
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review documents, determine income eligibility, conflict of interest waivers, etc.).
 - a. Pay Stubs

EXHIBIT 1

- b. Bank Statements
 - c. Florida Identification
 - d. General Application Forms
 - e. W-2 Documents
 - f. W-9 Documents
 - g. Tax Returns
 - h. Statement of Household Size
 - i. Hardship Letters
 - j. Proof of Loss Income
 - k. Property Insurance Documents
 - l. Lease Agreements/Mortgage Statement
 - m. Utilities Statements
 - n. Notice of Ad Valorem taxes
 - o. Warranty Deed
 - p. Divorce, Alimony, Child Support Documents
 - q. Citizenship or Legal Alien Documents
- 5. Prepare approval and denial letters for applicants.
 - 6. Submit processed applications to City for payments.
 - 7. Provide weekly detailed progress reports indicating the status of applications.
 - 8. Conduct weekly meetings/conference calls with the City.
 - 9. Answer program questions from the public.
 - 10. Attend public meetings as needed.
 - 11. Provide additional duties as needed.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1609

Agenda Date: 11/15/2022

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 acceptance of grant funds in the amount of \$600,000.00 and approving the Grant Agreement with the Florida Department of Environmental Protection for the Aquatics Center Parking Lot Stormwater Project; providing for execution, implementation and an effective date. (Funds from Account #399-7035-572-65-30 - Capital Project - Recreation/CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact:

Cost: \$100,000

Account Name: Capital Project - Recreation/CIP Infrastructure

Account Number: 399-7035-572-65-30

Background/History

In Fiscal Year 2021, the City submitted an appropriation request to its Florida State Representatives requesting funding for the Deerfield Beach Aquatics Center Parking Lot Stormwater Project. The project site, located at 501 SE 6th Avenue, Deerfield Beach, FL 33441, has experienced chronic flooding during rain events that impact the center's operations and community programming. The project's scope of work involves design, permitting and construction of drainage improvements to reduce localized flooding. The estimated project cost is \$700,000, of which the grant will fund \$600,000 and the City will contribute a local share of \$100,000.

In June 2022, the City was notified by the Florida Department of Environmental Protection that the project has been approved for State funding.

Current Activity

To accept the grant, the City is required to execute a grant agreement outlining the grant's terms and conditions with the Florida Department of Environmental Protection. The City received the grant agreement on October 19, 2022. The award amount of \$600,000 will cover construction costs. Design and permitting costs will be applied to the City's local share of \$100,000.

The grant agreement term begins upon execution and ends on January 31, 2025.

Recommendation

It is recommended that the City Commission authorize acceptance of the grant award, in the amount

of \$600,000, from the Florida Department of Environmental Protection for the Deerfield Beach Aquatics Center Parking Lot Stormwater Project; and execution of the grant agreement; providing for an effective date.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$600,000.00 AND APPROVING THE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE AQUATICS CENTER PARKING LOT STORMWATER PROJECT; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, in Fiscal Year 2021, the City submitted an appropriation request to its Florida state representatives for funding of the Deerfield Beach Aquatics Center Parking Lot Stormwater Project (“Project”); and

WHEREAS, in June 2022, the City was notified by the Florida Department of Environmental Protection (“FDEP”) that the Project was approved for state funding; and

WHEREAS, the grant funding will allow the City to construct drainage improvements to the Aquatics Center parking lot, which will reduce localized flooding in this parking area to allow public utilization of the Center and to facilitate normal Center operations; and

WHEREAS, the FDEP grant funding in the amount of \$600,000.00 (the “Grant”) will be utilized for the construction costs of the improvements, and the City will have a local share obligation for design and permitting costs in the amount of \$100,000.00, for a total estimated project cost of \$700,000.00; and

WHEREAS, the Grant funding from FDEP is on a cost reimbursement basis; and

WHEREAS, in order to receive the Grant and facilitate the Project, the City is required to execute the Grant Agreement with FDEP, attached as Exhibit “A” (the “Grant Agreement”); and

WHEREAS, the City Commission deems it to be in the best interests of the City to authorize the acceptance of the Grant funding and approve and authorize execution of the Grant 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. That the City Commission hereby authorizes acceptance of the Grant funds from FDEP for the Project, and approves the Grant Agreement with FDEP, attached as Exhibit “A”.

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

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Deerfield Beach Aquatics Center Parking Lot Stormwater Project	Agreement Number: LPA0274
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Deerfield Beach	Entity Type: Local Government
Grantee Address: 150 NE 2nd Avenue Deerfield Beach, Florida 33441	FEID: 59-6000305 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: January 31, 2025
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Lat/Long: (26.3100, -80.0971) +
Project Description: The Grantee will construct drainage improvements to the Deerfield Beach Aquatic Center Parking Lot to reduce flooding and stormwater runoff.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$600,000.00	☒ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	\$600,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$600,000.00

6. Department's Grant Manager Name: Camryn Badis OR SUCCESSOR Address: 3900 Commonwealth Blvd. Tallahassee, Florida 32399 Phone: 850-245-2893 Email: Camryn.badis@FloridaDEP.gov	Grantee's Grant Manager Name: Aneisha Nicholas OR SUCCESSOR Address: 150 NE 2nd Ave. Deerfield Beach, Florida 33441 Phone: 954-422-5810 Email: anicholas@deerfield-beach.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan ▼
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants ▼
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Deerfield Beach GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

David Santucci, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Camryn Badis, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

Attachment 1

1 of 12

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

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16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0274**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Deerfield Beach Aquatics Center Parking Lot Stormwater Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Deerfield Beach Aquatics Center Parking Lot Stormwater Project

PROJECT LOCATION: The Project will be located in the City of Deerfield Beach within Broward County; Lat/Long (26.3100, -80.0971). See Figure 1 for Location Map

PROJECT BACKGROUND: The parking lot of the City of Deerfield Beach's (Grantee) middle school aquatic center consistently floods during periods of rain and throughout the rain season due to the underground stormwater infrastructure not performing to its original design intent. After each flooding, City staff must mobilize trash pumps to remove the flood waters to allow residents and visitors to access the facility's parking area. The number of visitors utilizing this parking area is in excess of 300 per day, as both the Aquatic Center and nearby Athletic Complex utilize the same parking lot.

PROJECT DESCRIPTION: The Grantee will construct the drainage improvements to the Aquatics Center parking lot which will reduce localized flooding in this parking area to allow public utilization of the Center and to facilitate normal Center operations.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct drainage improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$600,000	07/01/2022	10/31/2024
Total:			\$600,000		

Figure 1. Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	22-23	37.039	Statewide Surface Restoration and Wastewater Projects	\$600,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$600,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 5: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

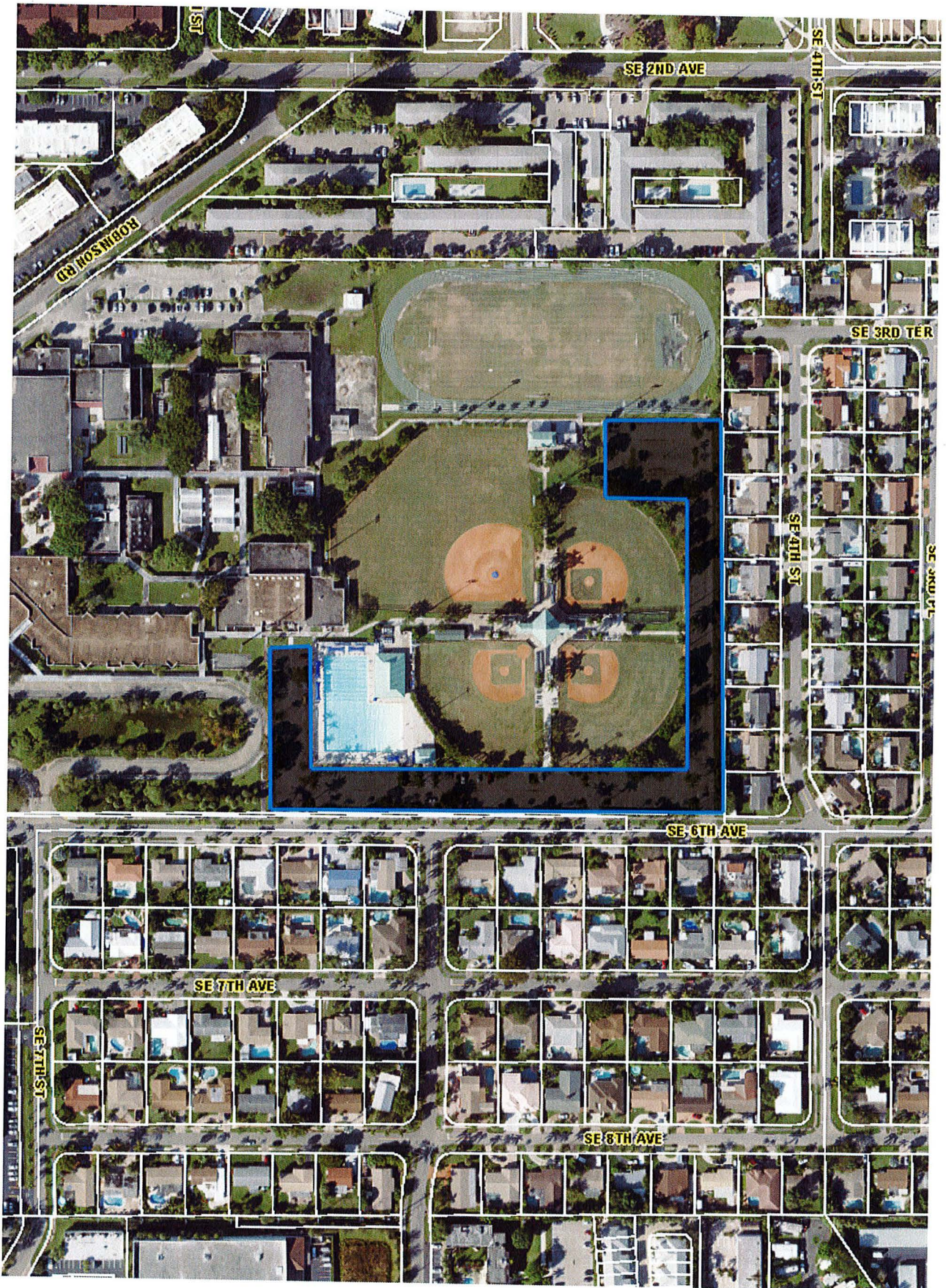
**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Deerfield Beach Middle School Aquatic Center Parking Facilities Drainage Improvements



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1618

Agenda Date: 11/15/2022

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 submission of an application to the Florida Department of Emergency Management for State and Local Cybersecurity Grant Program funding in the estimated amount of \$406,800.00 to upgrade the City's cybersecurity infrastructure; authorizing the City expenditure of 10% matching funds and execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date. (Funds from Account #399-1400-513-65-30 - Capital Project - Information Technology/CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: \$45,200 (10% local share)

Account Name: Capital Project - Information Technology/CIP Infrastructure

Account Number: 399-1400-513-65-30

Background/History

Our nation faces unprecedented cybersecurity risks, including increasingly sophisticated adversaries, widespread vulnerabilities in commonly used hardware and software, and broad dependencies on networked technologies for the day-to-day operation of critical infrastructure. Cyber risk management is further complicated by the ability of malicious actors to operate remotely, linkages between cyber and physical systems, and the difficulty of reducing vulnerabilities.

The potential consequences of cyber incidents threaten national security. Strengthening cybersecurity practices and resilience of state, local and territorial governments is an important homeland security mission and the primary focus of the State and Local Cybersecurity Grant Program ("SLCGP"). Through funding from the Infrastructure Investment and JOBS Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

Current Activity

The City of Deerfield Beach would like to apply for the FY 22 SLCGP through the Florida Department of Emergency Management (FDEM). The City is seeking funding from the FY 22 SLCGP to replace the City's current cybersecurity infrastructure to prevent the possibility of cyberattacks on the City. Grant funding will be utilized to procure a consultant to conduct a complete upgrade of the current

cybersecurity infrastructure and train City IT staff to administer the new software and hardware.

The estimated project cost is \$452,000, of which the grant will cover 90% (\$406,800). The City's 10% local share will be funded through the Information Technology Capital Improvement Plan recently approved by the Commission in the FY23 CIP.

City staff will submit an electronic application to FDEM. Staff anticipates an award decision no later than December 31, 2022.

Recommendation

It is recommended that the City Commission authorize the submission of the 2022 State and Local Cybersecurity Grant Program application to the Florida Department of Emergency Management to replace the City's current Cybersecurity infrastructure, and execution of the grant agreement, if awarded.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT FOR STATE AND LOCAL CYBERSECURITY GRANT PROGRAM FUNDING IN THE ESTIMATED AMOUNT OF \$406,800.00 TO UPGRADE THE CITY'S CYBERSECURITY INFRASTRUCTURE; AUTHORIZING THE CITY EXPENDITURE OF 10% MATCHING FUNDS AND EXECUTION OF A GRANT AGREEMENT, IF THE GRANT IS AWARDED TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, strengthening cybersecurity practices and resilience of state, local and territorial governments is an important homeland security mission and the primary focus of the State and Local Cybersecurity Grant Program ("SLCGP"); and

WHEREAS, through funding from the Infrastructure Investment and JOBS Act, the SLCGP enables the Department of Homeland Security to make targeted investments in local government agencies, which improves the security of critical infrastructure and the resilience of services that are provided to the community; and

WHEREAS, the City's current cybersecurity infrastructure would benefit from receiving SLCGP grant funding that would be utilized to procure a consultant to conduct a complete upgrade of the current infrastructure as well as train City IT staff in the administration of the new software and hardware; and

WHEREAS, the estimated project cost to upgrade the City's cybersecurity infrastructure (the "Project") is approximately \$452,000.00; and

WHEREAS, the City will submit a grant application to the Florida Department of Emergency Management ("FDEM") to fund 90% of the total Project cost (the "Grant Application"); and

WHEREAS, the City is seeking funding in the amount of \$406,800.00 (the "Grant") from the SLCGP Program; and

WHEREAS, the SLCGP requires up to 10% matching funds from the City, which will come from the Information Technology portion of the FY23 Capital Improvement Plan to meet the match requirements; and

WHEREAS, staff recommends the City Commission approve the submission of the Grant Application to FDEM, and authorize execution of a grant agreement with FDEM and expenditure of the matching funds, if the Grant is awarded to the City.

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

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

Section 2. The City Commission hereby approves the submission of the Grant Application to FDEM for the Grant in the amount of \$406,800.00 for the Project. The City Manager is authorized to sign and submit the Grant Application.

Section 3. If the Grant is awarded to the City, the City Commission hereby authorizes the appropriate City officials to execute a Grant Agreement with FDEM, subject to the terms of the Grant Agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. If the Grant is awarded to the City, the City’s expenditure of the City’s 10% matching share of the total Project cost is hereby approved.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1583

Agenda Date: 11/15/2022

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 Memorandum of Understanding and Construction Agreement ("MOU") with Florida Power and Light ("FPL") for the City to grant an easement to FPL for the construction of overhead and underground transmission lines and for FPL to construct a shared-use sidewalk for the City on S.E. 10th Street; authorizing execution of the Agreement and Easement; 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

Florida Power & Light ("FPL") desires to construct, operate, and maintain electric transmission and distribution lines and appurtenant equipment ("Facilities") on lands owned by the City of Deerfield Beach. FPL is requesting the City grant FPL an easement to construct, operate, and maintain its facilities. As a condition of approval for this easement, the City has requested that FPL design and construct a wide sidewalk within the easement. The purpose of the Memorandum of Understanding and Construction Agreement is to memorialize the terms and conditions for the City to grant the Utility Easement to FPL and for FPL to construct the sidewalk for the City.

Current Activity

The Utility Easement Area is needed to construct overhead and underground electric transmission and distribution lines on the north side of 10th Street, east of I-95 between SW Natura Blvd. and SW 3rd Ave (within Tivoli Sand Pines Park). These proposed facilities will be upgraded to assist with both hardening the system as well as increasing the system's electrical reliability at a regional level, including the City of Deerfield Beach. This relocation of these facilities is associated with the SW 10th Street connector project and is necessary for continuity of services and operations.

The City's request for a wide, shared-use, sidewalk is to provide better pedestrian and bicycle amenities on SE 10th Street to improve safety and encourage multi-modalism. The sidewalk will be constructed at the sole cost and expense of FPL. The City will maintain the sidewalk upon acceptance.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve an easement and allow the City Manager to execute a Memorandum of Understanding and Construction Agreement to FPL to construct, operate, and maintain its facilities on land owned by the City and to construct a

sidewalk within the easement.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AND CONSTRUCTION AGREEMENT (“MOU”) WITH FLORIDA POWER AND LIGHT (“FPL”) FOR THE CITY TO GRANT AN EASEMENT TO FPL FOR THE CONSTRUCTION OF OVERHEAD AND UNDERGROUND TRANSMISSION LINES AND FOR FPL TO CONSTRUCT A SHARED-USE SIDEWALK FOR THE CITY ON S.E 10TH STREET; AUTHORIZING EXECUTION OF THE AGREEMENT AND EASEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, FPL desires to construct, operate, and maintain electric transmission and distribution lines and appurtenant equipment (the “Facilities”) on the north side of 10th Street, east of I-95 between SW Natura Blvd. and SW 3rd Avenue within Tivoli Sand Pines Park; and

WHEREAS, the proposed Facilities will be upgraded to assist with hardening the system and increasing the system’s electrical reliability at a regional level, including within the City of Deerfield Beach; and

WHEREAS, the relocation of these Facilities is associated with the SW 10th Street connector project and is necessary for continuity of services and operations; and

WHEREAS, as a condition of approval for the City’s granting an easement to FPL for its Facilities project, the City has requested that FPL design and construct a wide, shared-use, sidewalk at FPL’s sole cost and expense, to provide pedestrian and bicycle amenities on SE 10th Street to improve safety and encourage multi-modalism (the “Sidewalk”); and

WHEREAS, upon completion of the Sidewalk and acceptance by the City, the City will be responsible for maintenance of the Sidewalk; and

WHEREAS, the Memorandum of Understanding with FPL, attached as Exhibit “A”, (the “MOU”) provides for FPL to construct the Sidewalk at no cost to the City, and for the City to grant an easement to FPL for the Facilities, in a form similar to the attached Exhibit “B”, (the “Easement”); and

WHEREAS, City staff recommends that the City Commission approve and authorize the execution of the attached MOU and Easement.

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 MOU with FPL, attached as Exhibit “A”, and granting the Easement to FPL.

Section 3. The appropriate City officials are authorized to execute the MOU with FPL, attached as Exhibit “A”, and the Easement, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

MEMORANDUM OF UNDERSTANDING AND CONSTRUCTION AGREEMENT

This Memorandum of Understanding and Construction Agreement (this “**Agreement**”) is made this ____ day of October, 2022 (“**Effective Date**”) by and between Florida Power & Light Company, a Florida corporation (“**FPL**”), having its principal office at 700 Universe Boulevard, Juno Beach, Florida 33408, and the City of Deerfield Beach, a municipal corporation existing under the Laws of Florida (“**City**”), whose mailing address is 150 NE 2nd Avenue, Deerfield Beach, Florida 33441. FPL and the City are each individually sometimes referred to hereinafter as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, FPL desires to construct, operate, and maintain electric transmission and distribution lines and appurtenant equipment (collectively, the “**Facilities**”) in, on, over, under, upon and across certain lands owned by the City located in Broward County, Florida;

WHEREAS, the City has agreed to grant FPL an easement (“**Utility Easement**”) to construct, operate, and maintain its Facilities in, on, over, under, upon and across those certain lands owned by the City located in Broward County, Florida depicted on attached Exhibit A (“**Utility Easement Area**”) upon the terms and conditioned set forth herein;

WHEREAS, the City desires to construct a sidewalk on lands owned by the City located within or adjacent to the Utility Easement Area (“**Sidewalk**”);

WHEREAS, in exchange for the Utility Easement FPL agrees to construct the Sidewalk for the City upon the terms and conditioned set forth herein; and

WHEREAS, the Parties desire to work together to meet the collaborative needs of both the City and FPL with regard to the Facilities and Sidewalk; and

WHEREAS, the purpose of this Agreement is to memorialize the terms and conditions for the City to grant the Utility Easement to FPL and for FPL to construct the Sidewalk for the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and hereby incorporated herein by this reference.
2. **Responsibilities of City.** Within ten (10) days after the Effective Date of this Agreement, the City shall deliver to FPL an original duly executed Utility Easement on the form attached hereto as Exhibit B in proper form for recording.
3. **Responsibilities of FPL.** FPL, at its sole cost and expense, shall construct the Sidewalk in accordance with the terms and conditions of this Agreement (“**Work**”). Once the Sidewalk is constructed, the Sidewalk shall be the sole responsibility of the City, and the City shall own, service and maintain the Sidewalk at its sole cost and expense. The City acknowledges and understands that FPL’s responsibilities hereunder are contingent upon City’s satisfaction of Section 2 above.

4. **Work; Work Requirements.** Promptly after FPL's receipt of the duly executed Utility Easement, FPL shall, at FPL's sole cost and expense, construct a new Sidewalk within or adjacent to the Utility Easement Area in the location directed by the City, as shown on attached Exhibit C.

The Work shall be conducted in accordance with the plans submitted to, and approved by, the City in advance ("**Approved Plans**"); and shall be completed in compliance with the City's specifications for sidewalks. The Work shall not commence without receiving written approval of the Approved Plans from the City. FPL shall perform the Work and shall cause its employees and agents to perform the Work, in a good and workman like manner and in compliance with all applicable federal, state and local laws, ordinances, statutes, regulations, and rules. FPL represents and warrants that any permits or other governmental approvals required to conduct the Work will be obtained prior to commencement of the Work.

From and after FPL's initial construction of the Sidewalk, FPL have no obligation to maintain the Sidewalk. From and after FPL's initial construction of the Sidewalk, the Sidewalk shall be the sole responsibility of the City, and the City shall own, service and maintain the Sidewalk at its sole cost and expense.

5. **Notice.** Each notice pursuant to this Agreement sent by either the City or FPL to one another shall be in writing and sent by at least one of the following methods: (i) United States Postal Service ("**USPS**") certified mail with return receipt requested, or (ii) Federal Express, United Parcel Service ("**UPS**") or other national overnight delivery carrier with delivery confirmation; or (iii) by electronic transmission with delivery confirmation or indication of date and time sent. All notices shall be sent with all postage and related fees prepaid in advance by the sender sufficient to carry each notice without cost to the addressee to its destination at the addresses set forth above in the opening paragraph, or to any other substitute address which the City and/or FPL may subsequently designate per advance written notice. Each Notice shall be deemed given and served upon the addressee as of the date when it is actually delivered to the addressee's then designated address.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and except with regard to the Easements attached hereto as exhibits, there are no other agreements, representations, or warranties regarding the matter addressed herein other than as set forth herein, and supersedes all prior agreements and correspondence between the Parties whether oral or written.

7. **Severability.** If any provision or portion of this Agreement is for any reason held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (i) such portion or provision will be deemed separate and independent, (ii) the Parties agree to negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (iii) the remainder of this Agreement will remain in full force and effect.

8. **Governing Law, Venue, and Jury Trial Waiver.** This Agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without giving effect to its conflict of laws principles. Venue for any action arising out of this Agreement shall exclusively be in Broward County, Florida. THE PARTIES EXPRESSLY WAIVE ANY RIGHTS THEY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS AGREEMENT.

9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. The Parties agree that signatures may be delivered by facsimile transmission or by e-mail delivery in ".pdf" format or other electronic means and such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature were an original thereof.

10. **Exhibits.** All exhibits hereto are incorporated into and made a part of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the dates listed below the Parties' signatures.

CITY:

ATTEST:

CITY OF DEERFIELD BEACH, a municipal corporation existing under the Laws of Florida

_____, City Clerk

By: _____

Name: _____

Title: _____

Date: _____, 2022

City Attorney's Office
Approved as to form and legality

By: _____
_____, City Attorney

FPL:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____, 2022

Exhibit A

Utility Easement Area



Exhibit B

Form of Utility Easement

Exhibit C

Location of Sidewalk



Prepared by and Return to:

[Name]
[Company Name]
[Street Address]
[City, State Zip Code]

Affected FPL Parcel# _____
Parcel ID# _____

EASEMENT (Corporate)

KNOW ALL MEN BY THESE PRESENTS that _____ of the County of _____ and State of _____ whose address is _____ (“**Grantor**”) in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 and to its successors and assigns (the term “assigns” meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) (hereinafter “**Grantee**”), an easement forever ____ () feet in width, to be used for the construction, operation, and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, “H” frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as “**Facilities**”), over, under, in, on, upon and across the lands of Grantor situated in the County of _____, and the State of Florida (hereinafter the “**Easement**”) and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof (the “**Easement Area**”);

together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate the Facilities or any part of them, lay temporary mats, install gates to existing or future fences, install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, the right to mark the location of any underground Facilities by above ground and other suitable markers; together with the right of ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

After Grantor executes this Easement, Grantee, at its sole option, may obtain a certified survey sketch and legal description of the Easement Area, whether or not recorded in the public records where the Easement Area is located. Upon completion of such survey, Grantor hereby authorizes Grantee to execute and record a supplement to this Easement in the public records of _____ County, Florida, without Grantor’s

signature, replacing the attached Exhibit A with a certified survey sketch and legal description of the Easement Area.

Grantor, however, reserves the right and privilege to use the Easement Area for agricultural and such other purposes.

Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof Grantor acknowledges and agrees that (i) Grantor's activities shall not interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee, or as might cause a hazardous condition; and (ii) no portion of the Easement Area shall be excavated, altered, obstructed, surfaced or paved and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor without the prior written permission of Grantee. Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

Grantor covenants that Grantor is the fee simple owner of the Easement Area. And further covenants that the Easement Area is free and clear of liens, encumbrances and third party rights and/or claims of any kind.

[This space is intentionally left blank]

[Signature and acknowledgement appear on following pages]

IN WITNESS WHEREOF, Grantor has executed this easement this ____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Signature
Print Name: _____

Signature
Its: _____
Printed Name: _____

Signature:
Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__, by
_____, as _____ of
_____, a _____, on behalf of the _____.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1584

Agenda Date: 11/15/2022

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 and authorizing execution of a Reclaimed Water Supply Agreement with Broward County for the City's purchase of reclaimed water from the County; 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

Reclaimed water, also known as "purple pipe" is water recovered from domestic, municipal, or industrial wastewater treatment facilities that has been given a high degree of treatment and deemed safe for many non-potable water needs. The City of Deerfield Beach does not currently own or operate any treatment facilities for reclaimed water production or distribution. The proposed

improvements to SW 10th Street by the Florida Department of Transportation ("FDOT") affords the City a unique opportunity to install a 12" reclaimed water main. The project benefits include improved agricultural production; reduced energy consumption associated with production, treatment, and distribution of water; and significant environmental benefits, such as reduced nutrient loads for receiving water due to reuse of the treated wastewater.

Broward County owns and operates the North Regional Wastewater Treatment System, which includes facilities for the supply of reclaimed water. The City of Deerfield Beach wishes to purchase reclaimed water from the North Regional Wastewater Treatment System to provide for an alternative water supply to potable water. Under a separate joint participation agreement, the City and FDOT intend to construct a reclaimed water transmission facility along SW 10th Street. The Reclaimed Water Supply Agreement between Broward County and the City will permit the city to purchase a daily demand for reclaimed water of up to 1.0 MGD.

Current Activity

The joint participation agreement between the City and FDOT for the construction of the facility for transmission of reclaimed water permits the City to construct and maintain this utility within state rights of way. The Reclaimed Water Supply Agreement between the City and the County permits the County to transmit reclaimed water through these facilities for transmission to the City's customer service area.

The terms and conditions stated in the Articles of the Agreement consist of exhibits concerning the city's service area and point of connection; conditions for connecting to the County system, which

include maintenance and access requirements; supply of reclaimed water to include testing and controls for cross connection; county purchase of transmission capacity, if needed and the County's current rates for reclaimed water (subject to amendment by the County). The term of the Agreement is to continue in perpetuity, unless either party terminates with one (1) year prior written notice after this Agreement has been in effect for twenty-five (25) years.

Proof of service availability by agreement with the County for the purchase of this reclaimed water is a condition for the agreement with FDOT for construction of the facility and to secure matching funds for FDOT's contribution from the State Revolving Fund.

Recommendation

It is recommended the City Commission approve, and authorize the City Manager to execute, the Agreement for Reclaimed Water Supply between Broward County and the City to provide this service to City customers.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A RECLAIMED WATER SUPPLY AGREEMENT WITH BROWARD COUNTY FOR THE CITY'S PURCHASE OF RECLAIMED WATER FROM THE COUNTY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, reclaimed water is water recovered from domestic, municipal, or industrial wastewater treatment facilities that has been given a high degree of treatment and deemed safe for many non-potable water needs; and

WHEREAS, the proposed improvements to SW 10th Street by the Florida Department of Transportation ("FDOT") affords the City a unique opportunity to install a 12" reclaimed water main, and the City and FDOT have entered into a joint participation agreement for construction and maintenance of the reclaimed water transmission facility along SW 10th Street; and

WHEREAS, the City of Deerfield Beach (the "City") does not currently own or operate any treatment facilities for reclaimed water production or distribution; and

WHEREAS, Broward County (the "County") owns and operates the North Regional Wastewater Treatment System, which includes existing and planned future facilities for the supply of Reclaimed Water; and

WHEREAS, the County System includes the North Regional Wastewater Treatment Plant, which treats effluent to Reclaimed Water standards; and

WHEREAS, County operates or will operate Reclaimed Water facilities capable of serving the City's reclaimed water needs, and the City desires to purchase reclaimed water from the County to provide a source of non-potable water within City's service area; and

WHEREAS, the City desires to enter into the Reclaimed Water Supply Agreement, attached as Exhibit "1", (the "Reclaimed Water Agreement") with the County that provides for the City to purchase Reclaimed Water from the County.

WHEREAS, under the Reclaimed Water Agreement, the County agrees to provide the City's daily demand of reclaimed water up to 1.0 MGD, and the City agrees to purchase all of its reclaimed water from the County to meet the City's reclaimed water needs within the City's Service Area.

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 Reclaimed Water Agreement with the County, attached as Exhibit “1”.

Section 3. The Mayor and City Manager are authorized to execute the Reclaimed Water Agreement, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



RECLAIMED WATER SUPPLY AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, a municipality located in Broward County, Florida, and organized and existing under the laws of the State of Florida ("Customer") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. County owns and operates the North Regional Wastewater Treatment System, which includes existing and planned future facilities for the supply of Reclaimed Water.
- B. The County System includes the North Regional Wastewater Treatment Plant, which treats effluent to Reclaimed Water standards.
- C. Accordingly, County operates or will operate Reclaimed Water facilities capable of serving Customer's Reclaimed Water needs.
- D. Customer wishes to purchase Reclaimed Water to provide a source of non-potable water within Customer's Service Area and hereby agrees to purchase Reclaimed Water from County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Contract Administrator** means the Director of Broward County Water and Wastewater Services, or such other person designated by the Director of Broward County Water and Wastewater Services in writing.
- 1.4. **County System** means those facilities owned or operated, or both, by County, including present and future Reclaimed Water treatment and transmission facilities, up to Customer's Point of Connection that are now or will be used for the purpose of providing Reclaimed Water from County System to Customer's System.
- 1.5. **Customer's Service Area** means the geographic boundaries for which County's Reclaimed Water may be utilized by Customer, as shown on **Exhibit A**, attached hereto and incorporated herein.

1.6. **Customer's System** means those facilities owned or operated, or both, by Customer including present and future Reclaimed Water distribution and utilization systems, which may include reclaimed water mains, pumping stations, storage facilities, and appurtenances thereto downstream of the Point of Connection to the County System.

1.7. **Point of Connection** means the point or points where Customer connects to the County System, as shown on **Exhibit B** for the purpose of delivering Reclaimed Water to Customer's System from County's System.

1.8. **Reclaimed Water** means domestic wastewater effluent that has received at least secondary treatment and high-level disinfection and which is suitable for direct, non-potable, beneficial reuse in accordance with Florida Department of Environmental Protection ("FDEP") regulations.

1.9. **Reserve Capacity** means the annual maximum daily flow expressed in million gallons per day ("MGD") for which Customer has reserved Reclaimed Water as set forth in Section 3.6.

ARTICLE 2. EXHIBITS

Exhibit A	Customer's Service Area
Exhibit B	Point of Connection and Meter Locations
Exhibit C	Insurance Requirements

ARTICLE 3. CONNECTING TO COUNTY SYSTEM; REUSE; CAPACITY

3.1. Transfer of Land. County may locate the Point of Connection, metering equipment, and necessary transmission facilities on property owned by Customer. If necessary, Customer shall convey at no cost to County either the fee simple title or appropriate easement to the property needed by, and acceptable to, County for the Point of Connection, metering equipment, and necessary transmission facilities, and such interest in property as is reasonably necessary and acceptable to County to provide ingress and egress by County to said Point of Connection, metering equipment, and necessary transmission facilities. Such property shall be of sufficient size to reasonably allow for future projected expansion.

3.2. Maintenance of Customer's System. Customer shall design, construct, permit, operate, and properly maintain, at its sole cost and expense, Customer's System as is necessary to properly receive and distribute Reclaimed Water.

3.3. Distribution of Reclaimed Water Prohibited. Customer agrees that it will not distribute Reclaimed Water outside Customer's Service Area.

3.4. Reuse of Reclaimed Water. Customer may not permit reuse of Reclaimed Water by a third party without requiring as a condition of such use the compliance with the Broward County Reclaimed Water Ordinance by such third party. Customer shall provide County with an annual report of all third-party users of the Reclaimed Water. The report shall include meter size, meter

location, and third-party name and address for each connection to Customer's System. Customer shall also provide County with a quarterly report of all new connections to Customer's System that have occurred during the quarter. The quarterly and annual reports shall be provided to County via email to the Contract Administrator by no later than the 20th day of the month following the end of each quarter and annual period, respectively. Customer shall meet all requirements for public health and reuse of Reclaimed Water as described in Chapter 62-610, Florida Administrative Code ("F.A.C."), and shall require third-party users of Reclaimed Water to meet these same requirements. Moreover, Customer shall require that third party users of Reclaimed Water only use such Reclaimed Water as a non-potable water supply.

3.5. Exclusivity. Customer shall purchase all of its Reclaimed Water exclusively from County to meet all of Customer's Reclaimed Water needs and use within Customer's Service Area.

3.5.1. Amendments to Customer's Service Area. Customer may submit written requests to the County to modify the Customer's Service Area. Such modifications to Customer's Service Area shall be formalized by amendment to the Agreement. The Board hereby authorizes the Contract Administrator to execute amendments to the Agreement solely to modify Customer's Service Area and replace **Exhibits A** and **B**, as necessary, provided such amendments do not impose additional financial obligations on County.

3.5.2. Notwithstanding the above, Customer may establish emergency interconnections for Reclaimed Water distribution with third parties to be used only in the event County is unable to provide Customer with the Reserve Capacity for Reclaimed Water. All interconnection agreements between Customer and third parties for emergency interconnections shall be subject to County review and written consent, by and through its Contract Administrator, which consent shall not be unreasonably withheld or delayed.

3.5.3. Emergency Interconnection. Customer must notify County at least sixty (60) days in advance of the construction of any emergency interconnects established with third parties as well as comply with the following:

3.5.3.1. Customer must provide County with the location of each emergency interconnect, size of each interconnect, and the size of each meter.

3.5.3.2. Customer must assure that the meter(s) are installed, sized, and maintained to accurately measure water flowing into and out of Customer's service area through the emergency interconnect(s).

3.5.3.3. Customer must maintain each emergency interconnect in a locked position under normal (non-Emergency Basis) circumstances. The emergency interconnect(s) may not be activated without prior notice to County.

3.5.3.4. County will not be responsible for providing adequate emergency flow through the emergency interconnect(s) and Section 3.7 of this Agreement shall not apply to any emergency interconnect(s).

3.5.3.5. Customer must notify County within thirty (30) days of any modifications to the emergency interconnect(s) that require the temporary cessation of the flow of water, including but not limited to meter changes.

3.5.3.6. Customer shall provide to County end-of-the-month readings of the meter(s) at each unlocked emergency interconnect within twenty (20) days of the end of each applicable month.

3.5.4. Closing of Interconnections. Customer must close all emergency interconnections within three (3) days after County issues notice that County is able to immediately resume providing Customer with Reclaimed Water service in accordance with this Agreement.

3.6. Reserve Capacity. County shall provide Customer's daily demand of Reclaimed Water up to 1.0 MGD ("Reserve Capacity") subject to the terms in Section 4.1. County shall have all right and power by suit or other such proceedings at law or in equity to enforce the limitation of its obligations hereunder and to prohibit Customer or its agents or employees from demanding Reclaimed Water that exceeds the amount of Reserve Capacity. The above Reserve Capacity may be changed only by a formal amendment to this Agreement, executed by the Parties, however such amendment shall not require Board approval and may be executed by Contract Administrator on behalf of County.

3.7. Minimum Delivery Pressure. Minimum delivery pressure at the Point of Connection shall be forty (40) pounds per square-inch as measured on County's side of the meter. It is anticipated that Customer may need to modify Customer's System to boost pressure for delivery to third parties within Customer's Service Area.

3.8. Customer to Install Meters and Ancillary Equipment. Customer, at Customer's sole expense, shall furnish and install Reclaimed Water metering equipment, together with housing, accessories, and ancillary equipment of a type and design reasonably required by County, to be located at the site or sites identified in **Exhibit B**, attached and incorporated into this Agreement. In the event the capacity of the metering equipment or modulating flow control valve becomes inadequate for the amount of flow delivered because of increased demand by Customer, County, at Customer's sole expense, shall replace the metering equipment or install such additional metering equipment as may be necessary and invoice Customer for the costs of doing so. County shall inform Customer at least thirty (30) days prior to the metering equipment replacement or installation for the purposes of the Parties agreeing on the cost of such replacement or installation. Customer shall remit to County the amount invoiced within thirty (30) days of Customer's receipt of the invoice.

3.9. County to Maintain Meters. County shall maintain the Reclaimed Water metering equipment, routinely inspect the metering equipment at least every three (3) months, and have an annual inspection and report prepared regarding the condition and accuracy of the metering equipment. A copy of the inspection report shall be furnished to Customer within thirty (30) days of inspection completion. Customer shall have the right to make its own interim metering equipment inspection at any time during normal business hours provided, however, no such

inspection shall be made unless Customer shall first provide County with written notice of its intent to have the inspection made, nor shall such inspection be made, prior to forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, after the receipt of said notice by County. All costs and expense of Customer's interim inspection shall be borne by Customer, unless the metering equipment is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case the reasonable cost and expense of such interim inspection shall be borne by County.

3.10. Payment in Case of Meter Inaccuracy. Should the metering equipment be found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, the meter will be assumed to be inaccurate since the last annual metering equipment inspection and the following month's billing will be adjusted to show a credit or additional charge to Customer for that period, based on the previous three-month average that the metering equipment was found to be accurate by County.

3.11. Payment in Case of Meter Failure. If at any time the metering equipment becomes inoperative or in any way fails to provide information with respect to the quantity of Reclaimed Water, Customer shall pay to County a daily amount based upon the average monthly flow of the prior three-month billing period to the date the metering equipment became inoperative.

ARTICLE 4. SUPPLY OF RECLAIMED WATER

4.1. No Guarantee of Reclaimed Water Supply. Cessation or restriction of Reclaimed Water supply services, including but not limited to any cessation or restriction that is directly or indirectly caused by or has resulted from an act of God, fire, strikes, accidents, casualty, maintenance, expansion, breakdown, damage to machinery, pumps, or pipelines, insurrection or riot, civil or military authority, or other event beyond the control of County and that could not have been avoided or overcome by the exercise of due diligence, shall not constitute a breach of this Agreement by County. County shall exercise its regular management practices with respect to providing Reclaimed Water of a supply and quality to meet Customer's needs up to the limit of Reserved Capacity. County agrees to give Customer twenty-four (24) hour notice by telephone, followed in writing, in the event the supply of Reclaimed Water has become or will be unavailable.

4.2. Reclaimed Water Sampling. County shall be responsible for having the Reclaimed Water within the County System sampled and tested as required by the FDEP Permit #FL0031771 for the North Regional Wastewater Treatment System and by Chapters 62-600 and 62-610, F.A.C. Any Reclaimed Water sampling and testing required by any regulatory agency for reclaimed water downstream of the Point of Connection shall be the sole responsibility of Customer.

4.3. Cross-Connection. If a cross-connection between the potable and reclaimed water systems is discovered, Customer shall comply with all applicable FDEP protocols and Applicable Law. Within twenty-four (24) hours of such discovery, Customer shall notify County in accordance with Section 9.7 herein and FDEP's Southeast District Office's domestic wastewater and drinking water programs.

ARTICLE 5. COUNTY PURCHASE OF TRANSMISSION CAPACITY

5.1. County and Customer intend to jointly construct reclaimed water transmission facilities up to or within Customer's Service Area through separate joint participation agreements. These joint participation agreements shall entitle County to transmit Reclaimed Water through such facilities for transmission to other large users beyond Customer's Service Area. Should County choose to transmit Reclaimed Water through such facilities for transmission to other large users beyond Customer's Service Area, County will construct and install necessary metering facilities to measure flow out of Customer's Service Area. Any flow recorded through these meters will be deducted from the metered flow into Customer's Service Area when County bills Customer for Reclaimed Water in accordance with this Agreement.

ARTICLE 6. CHARGES

6.1. Basis of Charges. County shall provide Reclaimed Water to Customer at the following rates:

Charge	Rate
Customer Charge	\$5.02 per bill
Wholesale Volume Charge	\$0.175 per thousand gallons

These charges are subject to change, from time to time, by the Board upon the Board's formal adoption by resolution of new or amended rates for wholesale volume charge for Reclaimed Water, which shall be binding on Customer. County will not raise rates for the sole purpose of generating a profit. Minimum monthly charges, as provided under the Broward County Administrative Code, are not applicable to this Agreement. Customer shall be notified of proposed rate changes in writing prior to approval by the Board.

6.2. Payment and Penalties for Non-Payment. County shall bill Customer for Reclaimed Water on a monthly basis in accordance with its standard billing procedures and Customer shall pay such billings within thirty (30) days of the date of the mailing each monthly bill. Should Customer not pay within the thirty (30) day period, Customer shall pay interest on the unpaid balance at the maximum rate allowable by law. Should a billing or a portion of a billing be outstanding for a period of more than sixty (60) days from the date of the original billing, and Customer fails to make the outstanding payment within seven (7) calendar days of written notice from the County demanding payment of the outstanding amount, Customer shall be considered in default and County shall have the right, but not the obligation, to one or all of the following: (a) discontinue service until the past due billing is paid; (b) seek enforcement for the payment of outstanding billings by filing an action in the state court of local jurisdiction; and (c) terminate this Agreement pursuant to Article 7.

ARTICLE 7. TERM AND TERMINATION; OTHER AGENCIES' JURISDICTION

7.1. The Parties acknowledge that each is undertaking a major obligation in consideration for entering into this Agreement. The term of this Agreement shall begin on the date it is fully executed by the Parties and shall continue in perpetuity unless terminated as provided in Sections 7.2 through 7.4. Notwithstanding the foregoing, either Party may terminate this Agreement for convenience, with one (1) year written notice to other Party, after this Agreement has been in effect for twenty-five (25) years.

7.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved Party identifying the breach.

7.3. Termination of this Agreement for cause shall include, but not be limited to, Customer's failure to timely pay any billings from County for the services provided pursuant to this Agreement, County or Customer's failure to suitably perform services required herein, or failure to continuously perform the services required and as set forth in this Agreement.

7.4. Jurisdiction of Other Agencies. Certain federal, state, and local agencies have jurisdiction and control over Reclaimed Water matters. Should any such agency issue legally enforceable laws, regulations, mandates, or orders that may alter any of the terms and conditions of this Agreement, neither Party shall be liable to the other Party because of such action, provided that County shall not be precluded from making all necessary adjustments to the rates, fees, and charges defined in Article 6. If such agency requests or mandates a change in the provisions of this Agreement, the Parties will, by mutual agreement, make every effort to comply with such request or mandate. However, this provision shall not preclude either Party from bringing forth administrative or judicial challenge, or both, to any change requested or mandated by any agency. Notwithstanding the foregoing, this provision shall not be construed so as to permit Customer to terminate this Agreement.

ARTICLE 8. NON-INDEMNIFICATION BETWEEN PARTIES; INDEMNIFICATION BY THIRD PARTY CONTRACTORS

8.1. If Customer contracts with a third party to perform any of its obligations under this Agreement, Customer must enter into written agreements with such third parties, which agreements are required to include an indemnification provision by such third party in favor of County using the following language:

_____ shall indemnify and hold harmless County, and all of County's, past, present, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of _____, its then current or

former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, _____ shall, at its own expense, upon written notice from County defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at the option of County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.2. County and Customer are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.3. The provisions of this Article 8 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1. Grant Information. The Parties shall provide each other with all reasonably necessary information pertinent to Customer's System and Service Area or the County System that any federal, state, or local agencies shall require in an application for financial assistance for construction of Reclaimed Water facilities.

9.2. Representation of Authority. Each Party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of such Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that such Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within that Party's legal powers, and each individual executing this Agreement on behalf of that Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

9.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by either Party in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If either Party is acting on behalf of the other, as stated in Section 119.0701, Florida Statutes, such Party shall:

9.3.1. Keep and maintain public records required by the other Party to perform the Services;

9.3.2. Upon request from the other Party, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the other Party; and

9.3.4. Upon termination of this Agreement, transfer to the other Party, at no cost, all public records in possession of such Party or keep and maintain public records required by the other Party to perform the services. If such Party transfers the records to the other Party, such Party shall destroy any duplicate public records that are exempt or confidential and exempt. If such Party keeps and maintains the public records, such Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party upon request in a format that is compatible with the information technology systems thereof.

Any material submitted to either Party that the submitting Party contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION - TRADE SECRET." In addition, each Party must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request for records designated as Trade Secret Materials, each Party shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the submitting Party.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (1) FOR THE COUNTY, (954) 831-0702, TIBACON@BROWARD.ORG, 2555 WEST COPANS ROAD, POMPANO BEACH, FLORIDA 33069; AND (2) FOR THE CUSTOMER, 954-480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, 150 N.E. 2ND AVENUE, DEERFIELD BEACH, FLORIDA, 33441.

9.4. Independent Contractor. Each Party is an independent contractor under this Agreement. In providing services under this Agreement, neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other to any obligation not expressly undertaken by the other Party under this Agreement.

9.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant

to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

9.6. Third-Party Beneficiaries. Neither Customer nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.7. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Customer. Addresses may be changed by the applicable Party giving written notice of such change in accordance with this section.

FOR COUNTY:

Broward County Water and Wastewater Services
Attn: Alan Garcia, Director
2555 W. Copans Road,
Pompano Beach, Florida 33069
Email address: agarcia@broward.org

FOR CUSTOMER:

City of Deerfield Beach
Attn: City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: web.citymgr@deerfield-beach.com

With copy to:

City Attorney
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431
Email address: asoroka@wsh-law.com

9.8. Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Customer without the prior written consent of County. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void. If Customer violates this provision, County shall have the right to immediately terminate this Agreement.

9.9. Insurance. Customer is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes. Upon request by Contract Administrator, Customer shall furnish County with written verification of liability protection that meets any requirements of Applicable Law.

If Customer contracts with a contractor or subcontractor to provide any services in relation to this Agreement or the facilities or equipment that are the subject of this Agreement, Customer shall require that each contractor and subcontractor procure and maintain insurance coverage, as stated in **Exhibit C** that adequately covers each contractor's or subcontractor's exposure based on the services provided by that contractor or subcontractor. Customer must ensure that each contractor and subcontractor name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Customer shall not permit any contractor or subcontractor to provide services until the insurance requirements of the contractor and subcontractor under this section are met. If requested by County, Customer must furnish evidence of insurance of each contractor or subcontractor.

County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required in this Agreement, from time to time throughout the term of this Agreement.

Coverage is not to cease and is to remain in full force and effect until all performance required of Customer is completed.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's or Customer's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. County and Customer shall comply with all Applicable Law, and the requirements of any applicable grant agreements, in performing the duties, responsibilities, and obligations pursuant to this Agreement.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Customer.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each

of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through
its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of
_____, 20__, and Customer, signing by and through its
_____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Matthew Haber (Date)
Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

**RECLAIMED WATER SUPPLY AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF DEERFIELD BEACH**

CUSTOMER

City of Deerfield Beach

By: _____
Authorized Signer

Print Name and Title

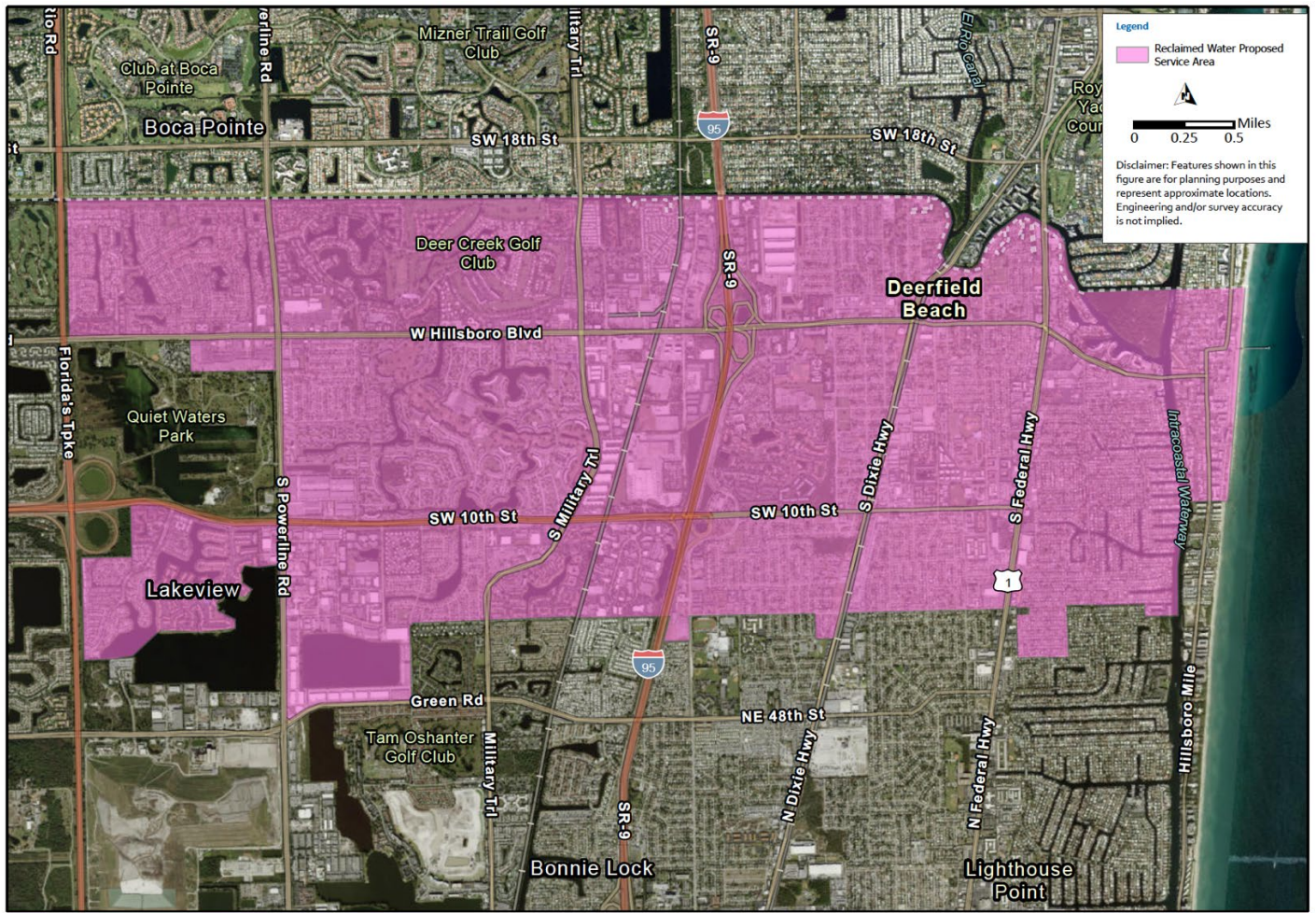
_____ day of _____, 20__

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A Customer's Service Area



carollo

Exhibit A Customer's Service Area

Point of Connection and Meter Locations



**EXHIBIT C
MINIMUM INSURANCE REQUIREMENTS**

Project: Reclaimed Water Agreement for Deerfield Beach
Agency: Water and Wastewater Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☒ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
☒ POLLUTION/ENVIRONMENTAL LIABILITY	☒	☒	Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$10,000	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i> Broward County must be listed as an additional insured/loss payee.			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.11.03
 13:39:21 -04'00'

 Risk Management Division



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1597

Agenda Date: 11/15/2022

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 execution of the attached second amendment to the Work Authorization with Walters Zackria Associates, PLLC, to provide additional supplemental services for construction document review and construction administration related to the new Bezos Academy child care facility in an additional amount not to exceed \$111,340.00 and extending the original project schedule for an additional eight months; providing for implementation and an effective date. (Funds from Account #358-5060-569-61-08 - 2018 Revenue Bond Fund/Architect & Engineering)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$111,340.00

Account Name: 2018 Revenue Bond Fund/Architect & Engineering

Account Number: 358-5060-569-61-08

Background/History

The City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project. The procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Code of Ordinances Section 38-144.

Pursuant to Request for Qualifications #2016-17/51, City staff recommended Walters Zackria Associates, PLLC ("WZA") as the most qualified to perform the required design criteria services for the Project. On May 15, 2018, the City Commission approved a work authorization for WZA for the preparation of a design criteria package and for WZA to serve as the City's Project representative (the design criteria package preparation and services as the City's Project representative are collectively, the "Services").

On May 18, 2021, the City Commission approved an amendment to the Work Authorization with Walters Zackria Associates, PLLC to provide for supplemental construction phase services, in the amount not to exceed \$231,480.00. In March 2022, the Bezos Academy reached out to the City's Community Services Department to partner with the City for the Child Care Center, for which a revised design was provided to the City to accommodate the programmatic needs of the Child Care

Center for up to 40 children at 4,782 square feet, an increase of 2,513 square feet of additional space. On July 12th, 2022, the City Commission approved a Change Order to provide for Additional Space for the Child Care Center.

Current Activity

With the approval of the Change Order to provide for additional space for the Child Care Center, the City wishes to supplement the construction phase services with a second amendment to the Work Authorization with Walters Zackria Associates. These services ("Supplemental Services") include Child Care Center construction document review services – 90% and 100% - in coordination with Bezos Academy, progress meetings attendance, Child Care Center shop drawings review, and Child Care Center construction administration services (review of the construction progress, review and approve payment applications, review change order requests, review actual progress with construction schedule, and make any decisions required to clarify the intent of the design/build criteria).

The total cost for construction phase services, including the permit phase and reimbursables, is \$380,820. The \$38,000 provided for in the Work Authorization for construction phase services and the \$231,480.00 provided with the first amendment to the Work Authorization will be applied to these services. Accordingly, a second amendment to the Work Authorization in an amount not to exceed \$111,340.00, is required to provide for the Supplemental Services (the "Amendment") associated with the changes to the Child Care Center and extension to the original schedule.

Recommendation

It is recommended the City Commission approves the Second Amendment to the Work Authorization with WZA for the Supplemental Services in an amount not to exceed \$111,340.00.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE EXECUTION OF THE ATTACHED SECOND AMENDMENT TO THE WORK AUTHORIZATION WITH WALTERS ZACKRIA ASSOCIATES, PLLC, TO PROVIDE ADDITIONAL SUPPLEMENTAL SERVICES FOR CONSTRUCTION DOCUMENT REVIEW AND CONSTRUCTION ADMINISTRATION RELATED TO THE NEW BEZOS ACADEMY CHILD CARE FACILITY IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$111,340.00 AND EXTENDING THE ORIGINAL PROJECT SCHEDULE FOR AN ADDITIONAL EIGHT MONTHS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, pursuant to Request for Qualifications #2016-17/51 (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Walters Zackria Associates, PPLA (“WZA”) dated January 26, 2018; and

WHEREAS, on May 15, 2018, the City Commission approved Resolution No. 2018/075 approving a work authorization with WZA (the “Work Authorization”) for professional services for the preparation of a design criteria package and associated services for the redevelopment of the Center for Active Aging (the “Project”) and on May 16, 2018 the City and WZA entered into the work authorization for the Project; and

WHEREAS, on May 18, 2021, the City Commission passed and adopted Resolution No. 2021/078 approving an amendment to the work authorization with WZA to provide supplemental services relating to construction document review, attendance at progress meetings with the design/build team, shop drawing review, warranty support services, and permitting phase services in an amount not to exceed \$231,480.00; and

WHEREAS, the Bezos Academy is partnering with the City for the Child Care Center component of the Project, which necessitated a revised design to accommodate the programmatic needs of the Child Care Center, and on July 12, 2022 the City Commission approved a Change Order to provide for the additional space for the Center; and

WHEREAS, the City desires to supplement the construction phase services to include the Child Care Center construction document review services (90-100%) in coordination with the Bezos Academy, progress meetings attendance, Child Care Center show drawings review, Child Care Center construction administration services involving the review of the construction progress, review and approval of payment applications, review of change order requests, review of actual progress with the construction schedule, and determinations required to clarify the intent of the design/build criteria (the “Supplemental Services”); and

WHEREAS, staff requested a proposal from WZA for these additional supplemental services, reviewed the proposal and fees for the services, and have determined that the proposal and fees are reasonable and in accordance with industry standards; and

WHEREAS, staff recommends that the City Commission approve the execution of the Second Amendment to the Work Authorization, attached as Exhibit “A”, (the “Second Amendment”) to provide for the additional Supplemental Services in an increased amount not to exceed \$111,340.00, for a total cost for construction phase services, inclusive of the permit fee and reimbursable costs, in the amount of \$380,820.00, and to extend the original Project schedule by eight months; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize execution of the Second Amendment, attached as Exhibit “A.”

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

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

Section 2. That the City Commission hereby approves the Second Amendment to Work Authorization, attached as Exhibit “A”.

Section 3. That the City Manager is authorized to execute the Second Amendment, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

SECOND AMENDMENT TO WORK AUTHORIZATION WITH WALTERS ZACKRIA ASSOCIATES, PLLC

This Second Amendment to the Work Authorization dated May 16, 2018 (“Second Amendment”) is made and entered into this _____ day of _____, 2022, by and between the City of Deerfield Beach, a municipal corporation, with its principal address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (the “City”) and Walters Zackria Associates, PLLC, a Florida Limited Liability Corporation, with its principal business address located at 5813 N. Andrews Way, Fort Lauderdale, FL 33309 (the “Consultant”)

WHEREAS, the City and Consultant entered into a master CCNA continuing services contract dated January 26, 2018, pursuant to RFQ #2016-17-51 (the “Continuing Contract”); and

WHEREAS, on May 15, 2018, the City Commission passed and adopted Resolution No. 2018/075, approving a Work Authorization with the Consultant for professional services for the preparation of a design criteria package and associated services for the redevelopment of the Center for Active Aging (the “Project”) in an amount not to exceed \$195,940.00; and

WHEREAS, pursuant to the Continuing Contract, the City and Consultant entered into a Work Authorization dated May 16, 2018 (the “Work Authorization”) for the Project; and

WHEREAS, on May 18, 2021, the City Commission passed and adopted Resolution No. 2021/078 approving an Amendment to the Work Authorization with the Consultant for the provision of supplemental services relating to the construction phase of the Project; and

WHEREAS, on November 15, 2022, the City Commission passed and adopted Resolution No. 2022/_____authorizing this Second Amendment to the Work Authorization with Consultant for additional supplemental services and an extension of time to the original Project Schedule due to change in the Child Care Center portion of the Project in coordination with Bezos Academy;

WHEREAS, the City and Consultant desire to enter into this Second Amendment to the Work Authorization as more specifically set forth below and pursuant to Resolution No. 2022/_____.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the City and Consultant agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Work Authorization dated May 16, 2018 and the Amendment to Work Authorization dated May 18, 2021 for the Project are amended to include the supplemental construction phase services set forth in Consultant's proposal dated October 22, 2022, attached as Exhibit "1" to this Second Amendment ("Supplemental Services").

Section 3. Section 2 "Compensation" of the Work Authorization is hereby amended to read as follows:

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not to exceed \$195,940.00 as further detailed in Exhibit "A." In consideration for the Supplemental Services to be performed by Consultant pursuant to the May 18, 2021 Amendment to Work Authorization and this Second Amendment, the City agrees to pay Consultant an amount not to exceed ~~\$342,820.00~~\$231,480.00, ~~as further detailed in Exhibit "B" for a total cost for construction phase services,~~ inclusive of the permit fee and reimbursable costs in the amount of \$380,820.00. 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 and any Amendments thereto, prior to the end of the Work Authorization Term pursuant to Section 4, City shall pay Consultant on a pro-rate basis for the Services performed by Consultant prior to the City's termination of this Work Authorization or any Amendments thereto.

Section 4. All other conditions and terms of the Work Authorization dated May 16, 2018 and the Amendment dated May 18, 2021, not specifically amended herein, remain in full force and effect.

Section 5. Should any part, term and provision of this Second Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 6. Neither City nor its officers, agents and/or employees have made any representation or promises except as expressly set forth in the Work Authorization, the Amendment to Work Authorization or this Second Amendment.

Section 7. This Second Amendment shall be effective upon execution.

**SECOND AMENDMENT TO WORK AUTHORIZATION WITH WALTERS ZACKRIA
ASSOCIATES, PLLC**

CONSULTANT

ATTEST:

Walter Zackria Associates, PLLC

Secretary

By: _____
Signature

Print Name: _____

Title: _____

Print Name: _____

Date: _____

CITY OF DEERFIELD BEACH

Witnesses:

Signature

By: _____
DAVID SANTUCCI, CITY MANAGER

Signature

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY



October 22, 2022

Priscilla Cygielnik
Environmental Services Director
200 Goolsby Boulevard
Deerfield Beach, FL 33442
954 616-7046
PCygielnik@deerfield-beach.com

Dear Mrs. Cygielnik,

Please see below proposal project services and fees for the additional Construction Document review and additional Construction Administration Services related to the new Bezos Academy Building.

PHASE 6 – CONSTRUCTION DOCUMENT REVIEWS

Tasks 6.0 to 6.3 – Construction Document Review Services – 90% and 100% - Bezos Academy

WZA will meet with and review each milestone submittal and provide written comments to the D/B team and the City. Architectural plans, details, and schedules will be reviewed. Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Technology Engineering will be reviewed. Coordination with site engineering and landscape will be reviewed.

PHASE 8 - CONSTRUCTION PHASE SERVICES

Task 8.0, 8.1 – Progress Meetings – Additional Meetings

WZA will monitor the progress of project throughout the construction phase with the Design / Build Team, attend progress meetings, and provide any direction required so the project remains consistent with the design / build criteria. WZA will attend bi-weekly, or as additionally required, on-site meetings with the Design / Build Team and City staff. WZA staff will review meeting agenda and meeting minutes prepared by the design build team.

Task 8.2 - Shop Drawing Review - Bezos Child Care Facility

During the construction phase of the project, WZA will provide shop drawing review for the City and the Design / Build Team to review for compliance with the design / build criteria.

Task 8.3 - Construction Administration - Additional Time

During the construction phase of the project, WZA shall provide Construction Administration Services for the City and the Design / Build Team. Construction Administration Services shall include review of the construction progress, review and approve payment applications, review change order requests, review actual progress with

construction schedule, and make any decisions required to clarify the intent of the design / build criteria. WZA will send a site inspector on a weekly basis to review the site condition and prepare a weekly report for the City.

Construction Administration services are for a single construction period not to exceed additional 8 months by a Design / Build Team. In the event additional Construction Administration services are necessary as determined by the City, WZA shall make these services available to the City at a cost of \$13,132.50 per month, prorated for any partial month, for the length of time determined necessary by the City.

COMPENSATION

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis in accordance with the AGREEMENT. The fee breakdown is as follows:

Phase 6 - Construction Document Reviews	\$ 25,280.00
Phase 8 - Construction Phase Services	<u>\$ 86,060.00</u>
TOTAL:	\$111,340.00

Please let us know if you have any questions or comments regarding this amendment.

Thank you.

Sincerely,



Abbas H. Zackria, RA CDT LEED AP
Principal Architect





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1605

Agenda Date: 11/15/2022

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 issuance of a purchase order to Integrity Municipal Systems, LLC, to furnish and supply a Series A-758 Lime Slaker System in an amount not to exceed \$159,250.00 at the City's Water Treatment Plant in accordance with Section 38-116(3)(c) of the City's Procurement Code ("Sole Source"); providing for implementation and an effective date. (*Funds from Account #413-5020-533-60-31 - Capital Project - Water Plant/Improvements 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: \$159,250.00

Account Name: Capital Project - Water Plant/Improvements Other than Buildings

Account Number: 413-5020-533-60-31

Background/History

The Purchasing and Contract Administration Division issued a Sole Source for Series A-758 Lime Slaker System for Water Plant Operations, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #22-35-VP. Details of the Sole Source process are as follows:

- On September 20, 2022, the Sole Source Notification was issued and sent to three hundred and two (302) vendors via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the Sole Source Notification.
- On September 27, 2022 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No responses were received.

Current Activity

The purpose of this agenda item 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 Series A-758 Lime Slaker System for Water Plant Operations. These items are compatible with existing equipment currently being used in the City's Water Treatment Plant filtration system. The sole source justification recommends Integrity Municipal Systems, LLC as the vendor for the items considered as sole source because they are the sole worldwide manufacturer and provider of the Series A-758™ Lime Slaker System.

The estimated expenditure is \$159,250.00; therefore, City Commission approval is required for this

Sole Source purchase.

In summary, Integrity Municipal Systems LLC is the sole worldwide manufacturer and provider of the Series A-758 Lime Slaker System for Water Plant Operations; therefore, City staff recommends the City award the purchase of the Series A-758 Lime Slaker System to Integrity Municipal Systems LLC, in the best interest of the City.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a Purchase Order to Integrity Municipal Systems LLC as the sole worldwide manufacturer and provider for the purchase of the Series A-758 Lime Slaker System for Water Plant Operations.

RESOLUTION NO. 2022/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO INTEGRITY MUNICIPAL SYSTEMS, LLC, TO FURNISH AND SUPPLY A SERIES A-758 LIME SLAKER SYSTEM IN AN AMOUNT NOT TO EXCEED \$159,250.00 AT THE CITY'S WATER TREATMENT PLANT IN ACCORDANCE WITH SECTION 38-116(3)(c) OF THE CITY'S PROCUREMENT CODE ("SOLE SOURCE"); PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Department of Environmental Services desires to purchase a Series A-758 Lime Slaker System for water plant operations that is compatible with the existing equipment currently being used in the City's Water Treatment Plant filtration system; and

WHEREAS, Integrity Municipal Systems, LLC, is the sole manufacturer and provider of the Series A-758 Lime Slaker System; and

WHEREAS, on September 20, 2022, the Purchasing and Contract Administration Division posted a Sole Source Notification #22-35-VP and the notice was sent to 302 vendors via the e-Procurement Marketplace and identified September 27, 2022, as the posting expiration date; and

WHEREAS, the Purchasing and Contract Administration Division received no responses to the Sole Source Notification; and

WHEREAS, Section 38.116(3)(c) of the City's Procurement Code allows for the direct acquisition of goods or services that are available from only one source without utilizing the sealed competitive method or written quotation methods; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to Integrity Municipal Systems, LLC, ("Integrity") for a Series A0758 Lime Slaker System for use at the City's Water Treatment Plant in the amount of \$159,250.00 (the "Purchase Order"); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve the Purchase Order and authorize the sole source purchase of the Series A-758 Lime Slaker System from Integrity in the amount of \$159,250.00.

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. That the City Commission hereby approves the issuance of the Purchase Order to Integrity, and authorizes the sole source purchase of the Series A-758 Lime Slaker System from Integrity, in the amount of \$159,250.00.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Vanessa Pierre-Pajotte, Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: October 25, 2022

RE: **Series A-758 Lime Slaker System for Water Plant Operations, Sole Source #22-35-VP**

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source for Series A-758 Lime Slaker System for Water Plant Operations, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #22-35-VP. Details of the Sole Source process are as follows:

- On September 20, 2022, the Sole Source Notification was issued and sent to three hundred and two (302) vendors via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the Sole Source Notification.
- On September 27, 2022 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No responses were received.

The purpose of this memorandum is to request approval from the City Commission to utilize the option of a Sole Source purchase in accordance with the City's Procurement Code, Section 38-116, Item 3(c)ii for the purchase of Series A-758 Lime Slaker System for Water Plant Operations. These items are compatible with existing equipment currently being used in the City's Water Treatment Plant filtration system. The sole source justification recommends Integrity Municipal Systems LLC as the vendor for the items considered as sole source because they are the sole worldwide manufacturer and provider of the Series A-758™ Lime Slaker System.

The estimated expenditure is \$159,250.00; therefore, City Commission approval is required for this Sole Source purchase.

In summary, Integrity Municipal Systems LLC is the sole worldwide manufacturer and provider of the Series A-758 Lime Slaker System for Water Plant Operations; therefore, City staff recommends the City award the purchase of the Series A-758 Lime Slaker System to Integrity Municipal Systems LLC, in the best interest of the City.

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

Attn: Sole Source Public Notification, Sole Source Justification Form, Sole Source Letter

c: Hamid Nikvan, Assistant Director of Environmental Services
Joshua Niemann, Water Plant Superintendent



September 20, 2022

SOLE SOURCE NOTIFICATION

SERIES A-758 LIME SLAKER SYSTEM FOR WATER PLANT OPERATIONS

RESPONSES ARE DUE: TUESDAY, SEPTEMBER 27, 2022 AT 4:00 PM EST

This is a notification that the City of Deerfield Beach intends to award the purchase of Series A-758 Lime Slaker System for the Water Plant Operations to Integrity Municipal Systems, Inc. (IMS) (The Company) which is the sole worldwide manufacturer and provider of the Series A-758 Lime Slaker. The Series A-758 Lime Slaker System is currently installed IMS system used in the City. The Series A-758 Lime Slaker System consists of a lime feeder, lime slaker, grit remover, piping, valves, instrumentation and controls to make a complete and functional system.

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 Vanessa Pierre-Pajotte, Buyer at (954) 480-4415 or vpajotte@deerfield-beach.com.



**Purchasing and Contract Administration Division
Sole Source Justification Form**

This form shall be completed and approved prior to all sole source purchases of \$5,000.00 and above.

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

- a. There is only one source or one reasonable source for the required commodity, service, or construction, or;
- b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;
- c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency.

Section A Purchase Details	
Requestor	
Department	ENVIRONMENTAL SERVICES
Division	Water Plant
Point of Contact	JOVAN SELVON
Phone Number	954-931-2818
Vendor	
Company Name	Integrity Municipal Systems LLC
Address	13135 Danielson St., Suite 204, Poway, CA 92064, U.S.A.
Phone Number	(858) 486-1620
Point of Contact and Title	Khaled Roueiheb
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	COMPANY IS THE EXCLUSIVE MUNICIPAL MANUFACTURER AND REPRESENTATIVE FOR OUR 1000 PPH LIME SLAKER AND THIS IS THE DIRECT REPLACEMENT THAT WILL WORK WITH OUR CURRENT CONTROL AND MOUNTING CONFIGURATION. IF ANY OTHER MANUFACTURER IS USED IT WILL REQUIRE MAJOR FABRICATION TO OUR WATER SUPPLY AND CHANGES TO OUR ELECTRICAL CONTROLS WHICH WOULD INCUR UNNECESSARY COSTS. THIS LIME SLAKER IS EXACT FIT AND FUNCTION.
Product or Service	
Product/Service Name	IMS A-758 Lime Slaker System
Manufacturer	Integrity Municipal Systems LLC
Make/Model #	IMS A-758
Price	\$159,250.00
Did you negotiate the terms or prices with the vendor? ☒ Yes ☐ No	



**Purchasing and Contract Administration Division
Sole Source Justification Form**

Why is this price considered to be fair and reasonable? CITY OF DEERFIELD HAS 30+ YEAR EXPERIENCE DEALING WITH THE COMPANY AND HAS NO ISSUES WITH THEIR PRICING AND SERVICE DURING THIS TIME. THIS IS THE MINIMUM COST FOR THE DIRECT REPLACEMENT.

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 ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

- ☐ Sole provider of a licensed or patented good or service
- ☒ Sole provider of items compatible with existing equipment, inventory, systems, programs, or services.
- ☐ Sole provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
- ☐ Sole provider of factory-authorized warranty service
- ☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
- ☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific. COMPANY IS THE EXCLUSIVE MUNICIPAL MANUFACTURER OF THE CURRENTLY INSTALLED 1000PPH LIME SLAKER AND THIS IS THE DIRECT REPLACEMENT THAT WILL BE USED WITH OUR CURRENT CONTROL AND MOUNTING CONFIGURATIONS. IF ANY OTHER MANUFACTURER IS USED IT WILL REQUIRE MAJOR FABRICATION TO OUR WATER SUPPLY AND CHANGES TO OUR ELECTRICAL CONTROLS WHICH WOULD INCUR UNNECESSARY COSTS. THIS LIME SLAKER IS EXACT FIT AND FUNCTION.

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
Jovan Selvon

Signature Date 7/15/2022

2. Department Director

Priscilla Cygielnik

Signature Date 7/15/2022



**Purchasing and Contract Administration Division
Sole Source Justification Form**

3. Purchasing Manager

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ / do not recommend ☐ this being certified as a sole source.

Required ☒ / not required ☐ to be advertised for a period of 7 business days before award.

Bogdan Avasiloe 10/10/2022
Signature Date

4. City Manager

I hereby certify that this purchase is a Sole Source.

[Signature] 10/10/2022
Signature Date



October 20, 2021

Jovan Selvon
City of Deerfield Beach
290 Goolsby Blvd.
Deerfield Beach, FL 33442
(954) 931-2818
Email: jselvon@deerfield-beach.com

Ref: City of Deerfield Beach, FL
Lime Slaking System (A-758™)

Dear Jovan,

The purpose of this letter is to communicate to you that Integrity Municipal Systems LLC (IMS) is the sole worldwide manufacturer and provider of the Series A-758™ Lime Slakers, which are currently used at the City of Deerfield Beach, FL.

The Series A-758™ Paste-Type Slakers have a long tradition of quality and reliability, beginning with the original Wallace & Tiernan Company and continuing through the USFilter and Siemens days. IMS is intensely focused on building on that tradition by providing first-class products combined with unparalleled customer service.

Please do not hesitate to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Roueiheb", with a stylized flourish at the end.

Khaled Roueiheb
Director of Sales
Integrity Municipal Systems LLC
13135 Danielson St., Suite 204, Poway, CA 92064, U.S.A.
Phone: (858) 218-3753 (Direct)
Phone: (858) 486-1620 (Main Office)
Cell: (858) 248-7834
Email: khaled@integrityms.net



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1592

Agenda Date: 11/15/2022

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 10 "CULTURAL COMMITTEE," SECTION 2-167 "MEMBERSHIP" OF THE CITY CODE OF ORDINANCES TO REVISE THE MEMBERSHIP COMPOSITION OF THE DEERFIELD BEACH CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for December 6, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The current makeup of the Cultural Committee is 10 regular board members and 5 alternates. At the October 18, 2022 Commission Meeting, Commissioner Drosky proposed amending the membership composition of the Cultural Committee to align with other City committees and boards that consist of 5 regular board members and 5 alternate members. The Department of Parks and Recreation supports this amendment.

Recommendation

The Department of Parks and Recreation recommends the approval of the amendment to the membership composition of the Cultural Committee.

ORDINANCE NO. 2022/

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, AMENDING CHAPTER 2
“ADMINISTRATION,” ARTICLE II “BOARDS,
COMMITTEES, COMMISSIONS,” DIVISION 10
“CULTURAL COMMITTEE,” SECTION 2-167
“MEMBERSHIP” OF THE CITY CODE OF ORDINANCES
TO REVISE THE MEMBERSHIP COMPOSITION OF THE
DEERFIELD BEACH CULTURAL COMMITTEE;
PROVIDING FOR CONFLICTS, SEVERABILITY,
CODIFICATION, AND AN EFFECTIVE DATE**

WHEREAS, the Deerfield Beach Cultural Committee (the “Cultural Committee”) was established pursuant to City Ordinance and in accordance with Section 3.12(1) of the City Charter; and

WHEREAS, Section 2-167 of the City Code of Ordinances (the “City Code”) currently provides that the “membership of the Cultural Committee shall consist of ten regular members and five alternate members. District commissioners and the mayor shall appoint two regular members and one alternate member each”; and

WHEREAS, the City Commission deems it to be in the best interest of the City to amend Section 2-167 of the City Code, in the manner set forth in this Ordinance, to revise the membership composition of the Cultural Committee to provide for five regular members and five alternate members.

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

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

Section 2. Chapter 2 “Administration,” Article II “Boards, Committees, Commissions,” Division 10 “Cultural Committee”, Section 2-167, “Membership” of the City Code is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE II – BOARDS, COMMITTEES, COMMISSIONS

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

DIVISION 10. CULTURAL COMMITTEE

Sec. 2-166. - Established.

There is hereby established, in accordance with Section 3.12(1) of the Charter, an advisory committee known as the Deerfield Beach Cultural Committee.

Sec. 2-167. - Membership.

The membership of the cultural committee shall consist of ~~ten~~ five regular members and five alternate members. District commissioners and the mayor shall appoint ~~two~~ one regular members and one alternate member each. If a district commissioner or the mayor does not appoint a regular member within six months of any vacancy, the commission may appoint any City of Deerfield Beach resident to fill the district or mayor appointment position. The cultural committee may make a recommendation to the commission that an alternate member be appointed as a regular member. All appointments shall be subject to approval by a majority of the commission.

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

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

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK