



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

**Tuesday
November 14, 2023
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 3, 2023

Special City Commission Meeting Minutes

Attachment: November 1, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Hillsboro Inlet District Meeting Minutes

Attachment: August 28, 2023, September 11, 2023, September 18, 2023 - First Budget Hearing,
September 18, 2023 - Regular Meeting Minutes

Code Compliance Meeting Minutes

Attachment: September 11, 2023, October 9, 2023

Community Appearance Board Meeting Minutes

Attachment: September 27, 2023, October 11, 2023

Planning & Zoning Board Meeting Minutes

Attachment: October 5, 2023

Marine Advisory Board Meeting Minutes

Attachment: September 21, 2023

APPROVAL OF THE AGENDA

November 14, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87314641637?pwd=ZlVnTldyNno2ZlIQ0xtMkxISnJyUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 873 1464 1637#

Participant ID: #

Passcode: 816423#

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 Doris "Dory" Tarlow, City Volunteer, in honor of her 100th Birthday Celebration.

Sponsor: Department of Community Services

2. **Certificate of Recognition presented to Ronald Durham for his 23 years of service to the City of Deerfield.**

Sponsor: Department of Environmental Services

3. **Proclamation presented to the United States Small Business Association and Women Impacting Public Policy (WIPP) in support and recognition of Small Business Saturday®.**

Sponsor: Department of Economic Development

4. **Presentation regarding the Florida Redevelopment Association "Out of the Box" award for the Deerfield Beach Central City Redevelopment Plan.**

Sponsor: Department of Economic Development

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

Sponsor: BSO - Law Enforcement

QUASI-JUDICIAL PUBLIC HEARINGS

6. **P.H. 2024-015: APPLICATION 22-B2-133 (*Tabled from July 18, 2023*)**

Applicant: Airline HWY JPMC LLC, represented by Bowman Consulting

Proposal: Seeking major site plan modification to demolish an existing bank building and redevelop with a Chick-Fil-A fast food restaurant with associated drive-throughs and site improvements, on a 1.37-acre site.

Location: The property is generally described as ATLANTIC BANK PLAT 103-21 B TRACT A, more particularly described in the file, and located at **101 N Federal Highway**.

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 22-B2-133

PUBLIC HEARINGS

7. **P.H. 2024-018: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Development Agreement with the Developer and Homeowners Association of the Peninsula Plat Development located at NE 9th Avenue/River Oak Lane; authorizing execution of the Amendment; providing for conflicts 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 Planning & Development Services

Attachment: Peninsula Plat Development

PUBLIC HEARINGS – FIRST READING

8. **P.H. 2024-016: ORDINANCE 2023/ - 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 TABLES 10.2 AND 10.4 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 12, 2023

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

Sponsor: Department of Planning & Development Services

Attachment: CIE

PUBLIC HEARINGS – SECOND READING

- 9. P.H. 2024-017: ORDINANCE 2023/ - 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, 2023; APPROVING VARIOUS DEPARTMENTAL BUDGET TRANSFERS WITHIN THE GENERAL FUND, AS SET FORTH IN EXHIBIT "A"; APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE BUILDING SERVICES FUND IN THE AMOUNT OF \$411,384, THE HOME INVESTMENT PARTNERSHIP PROGRAM FUND IN THE AMOUNT OF \$140,540, AND THE STATE HOUSING INITIATIVE PROGRAM FUND IN THE AMOUNT OF \$230,559, AND REDUCING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$116,199, AS SET FORTH IN EXHIBIT "A"; 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 APPOINTMENT

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Daniel Shanetzky as an alternate member of the Planning and Zoning**

Board; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Vice Mayor Bernie Parness

Attachment: Planning and Zoning Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 11. Resolution 2023/ - 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, 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 Financial Services

Attachment: Investment Policy and Internal Controls Certification

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by the Deerfield Beach Historical Society for the "Art Stroll" Special Event taking place on 21st Avenue from 2nd to 4th Street on February 17, 2024 from 10:00 a.m. to 10:00 p.m. and February 18, 2024 from 10:00 a.m. to 6:00 p.m.; approving a waiver of fees; and providing for an effective date. (Funds from Account #001-7015-579-35-99 - Pioneer Days)**

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: Art Stroll Special Event

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to AWC of Louisiana, Inc. to furnish and supply programmable logic control devices in an amount not to exceed \$33,645.68 for the City's West Water Treatment Plant in accordance with Section 38-116(3)(c)(2) of the City's Procurement Code for sole source purchases; providing for implementation and an**

effective date. (*Funds from Account #413-5020-533-65-30 - CIP - Infrastructure*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: AWC of Louisiana, Inc.

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Blackburn Controls, Inc. d/b/a BCI Technologies to furnish General Electric Wireless Communication Hardware in the amount of \$59,668.15 for the City's West Water Treatment Plant in accordance with Section 38-116(3)(c)(2) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. (*Funds from Account #413-5020-533-65-30 - CIP Infrastructure*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Blackburn Controls, Inc.

- 15. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City of Deerfield Beach Public Transportation Agency Safety Plan; authorizing execution of the Plan; 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: Department of Community Services

Attachment: Public Transportation Agency Safety Plan

- 16. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Gladstone & Associates, LLC for consulting services for the Community Services Department for a one-year term in an amount not to exceed \$45,175.00, with one, one-year renewal option; waiving the requirements for competitive solicitations pursuant to Section 38-116(3)(e) of the Code of Ordinances; authorizing execution of the Agreement; providing for an effective date. (*Funds from Account #001-1703-564-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Gladstone & Associates, LLC

DEPARTMENTAL BUSINESS

- 17. Resolution 2023/ - A Resolution of the City of Deerfield Beach, Florida, declaring the City's intent to use the Uniform Method for Collection of Special Assessments to be levied upon all properties within the City, as more specifically described in Exhibit "A", to fund the installation of a stormwater management system and related improvements; stating a need for such levy; providing for transmittal of the Resolution; 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 Environmental Services

Attachment: Collection of Special Assessments

- 18. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND**

PROVIDING AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing date for December 12, 2023

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

Sponsor: Department of Financial Services

Attachment: Debt Obligations

- 19. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #23-18-BA for construction phase services for the Pioneer Grove Local Activity Center Drainage Improvements Project; authorizing execution of an agreement with the top ranked, responsive and responsible proposer, Heavy Civil, Inc., for the services in an amount not to exceed \$1,055,540.38; providing for implementation and an effective date. (Funds from Account #462-5070-538-65-30 - Stormwater Capital Fund & Account #358-5060-519-61-12 - FY24 City Hall Renovations CIP Project)**

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: Heavy Civil, Inc.

- 20. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Tyler Technologies, Inc., for an Enterprise Resource Planning Software System in an amount not to exceed \$3,507,859.00; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #399-0600-513-64-10 - General Capital Project - Finance/Machinery)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Tyler Technologies, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

ADDENDUM - CITY COMMISSION BUSINESS
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21. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Broward County School Board to proceed with the renovations for Deerfield Beach Elementary School, including preserving and renovating Building 1 (Old School Building); and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Broward County School Board

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, December 12, 2023

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 3, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

Present:

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

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz said Bill Stewart, Riverview Restaurant, passed away and asked all to keep him in their thoughts and prayers; thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - September 5, 2023
Special City Commission Meeting Minutes - August 22, 2023

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Firefighters Pension Fund Meeting Minutes - June 5, 2023
Planning & Zoning Board Meeting Minutes - July 6, 2023
Cultural Committee Meeting Minutes - July 17 & August 21, 2023
Education Advisory Board Meeting Minutes - August 2, 2023
Code Compliance Meeting Minutes - August 7, 2023
Hillsboro Inlet District Meeting Minutes - August 28, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

October 3, 2023

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

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Britteny Sullivan Cali for breaking the Guinness World Records in two different burpee categories.

Mayor Ganz presented a Certificate of Recognition to Britteny Sullivan Cali and congratulated her for breaking the Guinness World Records in two different burpee categories.

2. Proclamation presented to city staff in recognition of Florida City Government Week.

Mayor Ganz presented a proclamation to Jonathan Salas, Director of Community Services, in recognition of Florida City Government Week.

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

Captain Hofstein, BSO District X, presented certificates of recognition to the District's Behavioral Response & Crime Prevention Team. Thereafter, he provided a brief overview of their creation and the work they do.

Commissioner Drosky provided stickers to Jonathan Salas, Director of Community Services, to distribute at the fall festival for Florida City Government Week.

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2023-115: APPLICATION NO. 15-B3c-22 Rev.2

Applicant: PATHWAY VENTURES, LTD. REPRESENTED BY HEIDI DAVIS KNAPIK OF GUNSTER

Proposal: Major site plan modification to demolish an existing commercial building and construct new 19,432 square foot Aldi's store on a 1.9-acre portion of a 17.2-acre site.

Location: The property is generally described as G & P PLAT 96-44 PARCELS C, D, & E AND CANAL EASMENT and located at **2301 W Sample Rd.**

Anthony Soroka, City Attorney, read the Resolution title only; thereafter, he explained the quasi-judicial proceeding and asked whether the applicant will proceed or waive.

Heidi Davis, representing the applicant, waived the quasi-judicial proceeding. Thereafter, she highlighted a brief PowerPoint presentation. The property is located at the Northwest corner of Sample Road and Powerline Road, and is part of a 17.20-acre master development plan, which includes Wawa, Wendy's and La Colonia. Although, the property was annexed into the City, it still maintains a Broward County B-3(c) zoning designation, which is an intense commercial district. Furthermore, the property has a commercial land use designation and is surrounded by industrial and heavy commercial uses. The subject parcel is 1.9 acres and the 26,000 square feet of commercial use will be replaced with a 19,420 square foot Aldi's, which

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

is a permitted use. Thereafter, a photograph of the facility was displayed, which will be completely demolished. Ms. Davis stated that the site plan consists of a one story, 19,420 square foot Aldi's with 105 parking spaces; and complies with all requirements of the City's Land Development Code. The maximum height of the structure will be 28 feet and 10 inches and the design of the site provides safe vehicular and pedestrian circulation. Thereafter, various elevations of the proposed facility were displayed. She explained that the building will have a contemporary design and all mechanical equipment will be screened with architectural features that enhance the structure and create dynamic roof elevations. Lastly, she said the property will include two layers of landscaping, one surrounding the building and one surrounding the parcel; large setbacks from right-of-way; and only 23.4% lot coverage.

In response to Commissioner Preston's question, Ms. Davis replied that the Florida Department of Transportation (FDOT) requested that the applicant create a peanut within the median, which will no longer allow cars to cross the median; instead it will now be a right in and right out from the west location, which will provide safer vehicular accessibility.

Mayor Ganz closed the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said the applicant provided the current renters plenty of time to relocate their businesses, which is appreciated. Thereafter, she said the application will be an asset to the neighboring communities.

Mayor Ganz opened the public hearing.

Commissioner Drosky said it's a permitted use, and no variances are being requested; therefore, he supports the project.

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Parness, to approve Item 4, adopted Resolution 2023/162. Roll Call:

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

Nays: 0

5. P.H. 2023-116: APPLICATION NO. 23-P-235

Applicant: **Espin Realty represented by Juan Espinal**

Proposal: Request to amend 12,000 square feet of commercial use, to no development on Parcel B of the Hillsboro Food Bazaar Plaza Plat" (Plat Book 180, Page 174).

Location: The property is generally described as HILLSBORO FOOD BAZAAR PLAZA PLAT 180-174 B PARCEL B, more particularly described in the file, and located at **190 W Hillsboro Blvd.**

Anthony Soroka, City Attorney, read the Resolution title only; thereafter, he explained the quasi-judicial proceeding and asked whether the applicant will proceed or waive.

Juan Espinal, representing the applicant, waived the quasi-judicial proceeding. Further, he explained that the request is to amend the plat, so the area can be cleaned up for future investors.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant Juan Espinal, made the following campaign contribution: Commissioner Ben Preston - \$1,000 on January 18, 2019.

David Santucci, City Manager, stated that the applicant has a deposit held up with the County, whereby, approving this designation of no development will remove that deposit and allow someone else to start from scratch on the property.

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

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 5, adopted Resolution 2023/163. Roll Call:

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

Nays: 0

6. P.H. 2023-117: APPLICATION NO. 22-12-08

Applicant: LGL Realty LTD represented by Ahrens Companies

Proposal: Seeking Major site plan to improve the current site conditions by constructing a 1,990 square foot trailer style building, a 324 square foot masonry building for storage, an open structure with 8,324 square feet for pallet cleaning and refurbishment, and a 5,688 square foot future canopy expansion of the open structure barn on a 6.36-acre site

Location: The property is generally described as PARCEL "C", LESS THE EASTERLY 80.08 FEET AND THE WESTERLY 9.00 FEET THEREOF THE PAVEX PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 151, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE EASTERLY 68.00 FEET OF PARCEL "A", ALL OF PARCEL "B" AND THE WESTERLY 9.00 FEET OF PARCEL "C", THE PA VEX PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 151, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, more particularly described in the file, and located at **1811 & 1815 S Powerline Rd.**

Anthony Soroka, City Attorney, read the Resolution title only; thereafter, he explained the quasi-judicial proceeding and asked whether the applicant will proceed or waive.

Rodney Crockett, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he highlighted a brief PowerPoint presentation. He said the property is located in a heavy industrialized area and is a currently existing business that is seeking to make improvements for the employees. He explained that improvements include new parking to comply with code, creating new vehicular circulation for trucks and customers, outdoor lighting, etc. Further, the new structure will consist of an employee lounge, and house restrooms, lockers, and kitchenette. Thereafter, the proposed site plan was displayed. The site will have new asphalt paving that will consist of drainage inlet structures, a new retention area, new fire hydrant, etc. Thereafter, the landscape plan was displayed, as well as the proposed plantings. Additionally, photographs of the proposed buildings were displayed, which will help cleanup and improve the facilities.

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

In response to Vice Mayor Parness' question, Mr. Crockett replied that this application does not share a parking lot with the medical building.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 6, adopted Resolution 2023/164. Roll Call:

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

Nays: 0

PUBLIC HEARINGS

7. P.H. 2023-120: Resolution 2023/165 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to charitable and public purpose organizations for the Community Participation Grant Program in a total amount not to exceed \$150,000.00; providing for implementation and an effective date. (Funds from Account #001-8100-569-80-99 - Community Participation)

The Resolution was read by title only.

PUBLIC HEARINGS - CONTINUED

David Santucci, City Manager, said as part of the budget process, the City Commission approved the funding of the program, whereby, this item outlines and approves the funding allocation for each applicant.

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

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 7, adopted Resolution 2023/165. Roll Call:

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

Nays: 0

8. P.H. 2023-121: Resolution 2023/166 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the Fiscal Year 2023-2024 Community Development Block Grant Annual Action Plan; providing for implementation and an effective date.

The Resolution was read by title only.

David Santucci, City Manager, said the there was a minor change to the recently approved plan due to the funding allocation received.

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

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 8, adopted Resolution 2023/166. Roll Call:

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

Nays: 0

PUBLIC HEARINGS - FIRST READING

9. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING THREE UTILITY EASEMENTS LOCATED AT 1345-1399 S. FEDERAL HIGHWAY CONNECTED TO THE KING HYUNDAI DEALERSHIP REDEVELOPMENT PROJECT (APPLICATION 23-A-200); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Julian Bobilev, Greenspoon Marder, representing the applicant, highlighted a brief PowerPoint presentation. Thereafter, an aerial of the location was displayed. He said on June 20, 2023, the site plan and sign variances were approved, whereby, the first phase of remodeling has been completed; however, the easements must be vacated, so the applicant can pull building permits. Thereafter, the site plan was displayed. He explained that the easements, which are waterline, overlay on top of the buildings, so the request is to vacate all easements, except for a 10X10 portion, which was requested by the Utilities Department to be used for a fire water meter.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representatives' firm, Greenspoon Marder, made the following campaign contributions: Commissioner Michael Hudak - \$500 on February 5, 2019 & \$500 on November 21, 2022; Commissioner Ben Preston - \$500 on February 9, 2023; Vice Mayor Bernie Parness - \$500 on January 19, 2021; and Commissioner Todd Drosky - \$500 on December 23, 2020.

PUBLIC HEARINGS - FIRST READING - CONTINUED

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 9 on first reading. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

PUBLIC HEARINGS - SECOND READING

10. P.H. 2023-118: ORDINANCE 2023/011 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 90 "FLOODPLAIN MANAGEMENT" OF THE CITY'S LAND DEVELOPMENT CODE TO PROVIDE REGULATIONS FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS, SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS, AND TO PROVIDE FOR CONSISTENCY WITH APPLICABLE BUILDING CODE AND FEMA POLICY PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 10, adopted Ordinance 2023/011. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

PUBLIC COMMENT

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, commented on commercial landscaping being permitted on Sunday's and asked that it not be permitted, as residents deserve one day of peace and quiet.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on various disasters that have occurred around the world, i.e. fires, flooding, earthquakes, etc. He stated that an American Red Cross hub is located in Deerfield Beach near Powerline Road, which is a huge asset to the City. Thereafter, he provided a brief overview of their services.

Mayor Ganz closed the public hearing.

Vice Mayor Parness stated that he does not like being woken up on Sunday's either, but electrical lawnmowers are allowed within the Village.

Mayor Ganz disagreed with eliminating lawn service on Sunday, especially for the entire city and reiterated his suggestion that an HOA be formed. Furthermore, many people prefer to be home when their homes are being serviced, so offering the service for one day only does not benefit the community.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 11 - 13; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Items 8 - 11 in concert. Roll Call:

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

Nays: 0

- 11. Resolution 2023/167 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program to increase the funding allocation; authorizing execution of the Amendment; providing for implementation and an effective date.**
- 12. Resolution 2023/168 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Community Participation Grant to the Deerfield Beach Economic Development Council in the amount of \$20,000; authorizing execution of the Grant Agreement; providing for an effective date. *(Funds from Account #001-1500-552-32-64 - Business Recruitment and Retention)***
- 13. Resolution 2023/169 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals for wholesale compressed natural gas; authorizing the issuance of a purchase order to Interconn Resources, LLC, the lowest priced responsive and responsible bidder, for CNG for a one-year term; providing for implementation and an effective date. *(Funds from Account #450-4551-534-38-12 - Compressed Natural Gas)***

DEPARTMENTAL BUSINESS

- 14. Resolution 2023/170 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the submission of the Clean Water State Revolving Fund Program Loan Application; approving and authorizing execution of the Loan Agreement for a loan in the amount of \$6,158,816.00; establishing revenues pledged for the repayment of the loan; providing for implementation, conflicts, severability, and an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, said this project funds the City's first reclaimed water line trunk, which is being installed as a part of the SW 10th Street Project. The Florida Department of Transportation (FDOT) has agreed to fund 50% of the project, which has a total project cost of just over \$11 million. The City will be taking out a low interest loan to cover 50% of the costs; therefore, staff is recommending approval of the item.

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

Commissioner Drosky commented on a meeting he attended at Independence Bay regarding the SW 10th Street Project. Thereafter, he provided a brief history of the project and how far it has come. Commissioner Drosky stated that over the years progress has been made to the project to make it friendlier to the City of Deerfield Beach, and although he would prefer FDOT fund the entire cost, he spoke in support of them funding 50%, as they are not obligated to do so, which is considered a win for Deerfield Beach.

DEPARTMENTAL BUSINESS - CONTINUED

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to approve Item 14, adopted Resolution 2023/170. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz
Nays: 1 - Vice Mayor Parness

15. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE II "NOISE CONTROL" OF CHAPTER 34 "ENVIRONMENT" OF THE CITY CODE OF ORDINANCES TO PROVIDE REGULATIONS RELATING TO EMERGENCY BACKUP GENERATORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, stated that the Code will now include language for the use of generators and there hours of operations, whereby, generators will not be permitted to be used unless it's for an emergency or testing.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 15 on first reading. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

27th Annual Walk, Bike & Roll to School Day - David Santucci, City Manager, stated that the event will take place on Wednesday, October 4th at 7:30 a.m. at Deerfield Park Elementary.

CITY COMMISSION BUSINESS

16. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38, "FINANCE AND TAXATION", ARTICLE VII "TAXES", BY AMENDING SECTION 38-244 "ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER" OF THE CITY CODE OF ORDINANCES TO INCREASE THE ADDITIONAL SENIOR HOMESTEAD EXEMPTION FROM \$25,000.00 TO \$50,000.00 AND PROVIDE FOR AN ADDITIONAL LONG TERM RESIDENCY SENIOR HOMESTEAD EXEMPTION IN THE AMOUNT OF THE ASSESSED VALUE OF PROPERTY FOR CERTAIN PERSONS 65 AND OLDER WHO MEET CERTAIN RESIDENCY, INCOME, AND OTHER STATUTORY REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Anthony Soroka, City Attorney, stated that per state law, the second exemption regarding the additional long-term residency senior homestead exemption will require a 4/5 vote on second reading.

CITY COMMISSION BUSINESS - CONTINUED

David Santucci, City Manager, stated that the reduction in taxable value will be approximately \$18.7 million for the long-term and the additional \$25,000, whereby, the reduction in overall revenues is estimated at \$112,541; if the City adopted the \$50,000 exemption only, the reduction in taxable value to the City would be approximately \$18.2 million, whereby, the reduction in overall revenues is estimated at \$109,542; and if the City only adopted the long-term exemption it would be an approximate \$1.2 million reduction in taxable value, whereby, the reduction in overall revenues is estimated at \$7,351. Currently, there are 1,989 seniors that are eligible for the \$50,000 exemption and approximately 220 eligible for the long-term exemption.

Mayor Ganz closed the public hearing.

Paula Cook, 62 Centennial Court, Deerfield Beach, spoke in opposition to the Ordinance, as all residents should be treated equal and others will have to recoup the costs. Thereafter, she commented on the City not lowering the millage rate, and reiterated that these costs will fall onto others.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to the Ordinance, as she agreed that others will have to recoup the costs, and the City was unable to lower the millage rate or adjust any services, etc. Further, she suggested separating the items and allowing those that have lived in the same residence for 25+ years to qualify for the exemption and not provide it to all.

Karen Shelly, 190 Durham B, Deerfield Beach, spoke in support of the Ordinance, as the vulnerable seniors in our community must be taken care of.

Mayor Ganz closed the public hearing. Further, he reiterated that only 1,989 are eligible for the \$50,000 and 220 are eligible for the long-term exemption, which does not represent the entire city's senior population. Thereafter, he provided a brief explanation of the Ordinance.

In response to Mayor Ganz's question, Mr. Soroka replied that in order to qualify for the long-term exemption, the owner must maintain permanent residency at the property for at least 25 years and the property value cannot exceed \$250,000. Thereafter, he briefly outlined the income limitations for both exemptions.

In response to Mayor Ganz's questions, Mr. Santucci reiterated that the amount of lost revenue to the City under both exemptions is approximately \$112,000. Further, the City's budget for FY24 is \$340 million.

Mayor Ganz said this will not put pressure on the residents, nor negatively impact the budget. Further, he stated that we must assist those in dire need of help; therefore, he spoke in support of the Ordinance.

Vice Mayor Parness spoke in support of the Ordinance, as it will help those in need. Thereafter, he commented on the insurance rate increases.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 16 on first reading. Roll Call:

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

Nays: 0

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

Agenda Items - Commissioner Hudak asked that everyone educate themselves on the items, as it helps with the process. Furthermore, this commission represents the community; therefore, we are here to listen and take comments into consideration, but when information is incorrect it defeats the purpose of what is trying to be accomplished. Thereafter, he encouraged the community to continue attending the meetings, and educating themselves on what's brought forward.

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

Jr. Anglers Day - Commissioner Preston thanked BSO and city staff for the event and asked that it be done twice a year, which was requested by various participants.

Accolades - Commissioner Preston thanked William Paulk, Manager 1, for his efforts with the volleyball program. Thereafter, he provided a brief overview of the program.

Building Renaming - Commissioner Preston stated that he originally requested for the old public works facility to be named after Bernard Adams, but there seems to be a misunderstanding on the building location.

David Santucci, City Manager, said after reviewing the minutes, Commission Preston did mention renaming the public works facility after Bernard Adams, whereby, the Central City Campus houses two buildings, Building A and B, which caused confusion; nevertheless, staff is working to move forward, but if the Commission desires to provide additional direction, staff will comply.

VICE MAYOR PARNESS**DISTRICT 3**

Registering to Vote - Vice Mayor Parness said a non-partisan table is set up in the lobby at City Hall every Friday from 9 a.m. to noon to assist people with registering to vote. Thereafter, he commented on the importance of voting and the ever-changing laws.

COMMISSIONER DROSKY**DISTRICT 4**

Dunn's Run - Commissioner Drosky thanked everyone for coming out for the event.

Community Participation Grant - Commissioner Drosky commended staff and the Commission for the Community Participation Grant, as the process was seamless. He thanked staff for vetting the applications.

MAYOR GANZ

Renaming - Mayor Ganz spoke in support of renaming the facility after Bernard Adams. Thereafter, he reiterated his request to rename the pool after former Mayor Peggy Noland and asked that staff reach out to Nora Rupert, School Board.

Issues - Mayor Ganz commented on lights being out along Hillsboro Boulevard near the beach, and asked that maintenance be performed to the swale areas, especially in the western part of the City near the Deerfield Mall.

Speeding - Mayor Ganz encouraged BSO to work with Coconut Creek again on a joint partnership for speeding along Hillsboro, as it is becoming a major issue again.

Public Safety Night - Mayor Ganz stated that the event will take place on October 6th from 6:00 p.m. to 9:00 p.m. at Quiet Waters Park.

Accolades - Mayor Ganz thanked Sheriff Gregory Tony for the implementation of the District's Behavioral Response & Crime Prevention Team.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 8:32 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



Special Meeting Minutes City Commission

Wednesday, November 1, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

Present:

Commissioner Todd Drosky - via Zoom
Commissioner Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
Mayor Bill Ganz - via Zoom

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

November 1, 2023

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

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

Nays: 0

DEPARTMENTAL BUSINESS

- 1. ORDINANCE 2023/ - 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, 2023; APPROVING VARIOUS DEPARTMENTAL BUDGET TRANSFERS WITHIN THE GENERAL FUND, AS SET FORTH IN EXHIBIT "A"; APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE BUILDING SERVICES FUND IN THE AMOUNT OF \$411,384, THE HOME INVESTMENT PARTNERSHIP PROGRAM FUND IN THE AMOUNT OF \$140,540, AND THE STATE HOUSING INITIATIVE PROGRAM FUND IN THE AMOUNT OF \$230,559, AND REDUCING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$116,199, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

DEPARTMENTAL BUSINESS - CONTINUED

The Ordinance was read by title only.

David Santucci, City Manager, stated that per State Statute, the City must complete an end of the year budget amendment, if necessary, within 60 days of the close of the fiscal year, which is November 30th; whereby, first reading will be this evening and second on November 14th. Further, the General Fund remains unchanged; however, the Building Fund increased because it outpaced what was budgeted. Lastly, other changes occurred within the HOME and SHIP funds, whereby, the City received additional grant money for each.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing.

Lisa Noveshen, 911 SW 12th Court, Deerfield Beach, asked how the extra grant funding will be distributed within the community.

Mayor Ganz closed the public hearing.

Mr. Santucci stated that those funds have specific uses and there are various programs that were approved by the City Commission, i.e. first-time homebuyer, home rehabilitation, etc.; therefore, the additional funding will provide more programming.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 1 on first reading. Roll Call:

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

Nays: 0

CITY COMMISSION BUSINESS

- 2. Resolution 2023/180 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting Israel and condemning the unprovoked, unjustified, and heinous acts of terrorism by Hamas in its war against Israel; condemning antisemitism; providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Paula Cook, 62 Centennial Court, Deerfield Beach, spoke in support of the Resolution, but suggested amending the wording in the first (s/b second) paragraph from "armed resistance" to "armed attacks".

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

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, spoke in support of the Resolution as drafted, and spoke in opposition to Ms. Cook's suggestion. Thereafter, he commended Commissioner Preston for bringing the item forward.

Mayor Ganz closed the public hearing.

Vice Mayor Parness commented on war and retaliation throughout the years; thereafter, he spoke in support of the Resolution.

CITY COMMISSION BUSINESS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 2, adopted Resolution 2023/180. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Preston, Commission Hudak, Vice Mayor Parness, and Mayor Ganz
Nays: 0

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to adjourn the meeting at 7:20 p.m. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz
Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, August 28, 2023
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice Chair Laurence Gore (Arrived 6:36 PM)
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Robert O'Neill
Commissioner Max Turner
Commissioner Tom Campbell

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Gordon Thomson, W.F. Baird & Associates
Judy Wilson, Associate Editor, New Pelican
District Accountant Robert Andrews
Kimberly Longo, District Secretary

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

APPROVAL OF MINUTES: A Motion to approve the July 13, 2023 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner O'Neill.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (6-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Chappell and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$98,566.36. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the outstanding bills was approved unanimously. (6-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Loesel and seconded by Commissioner Chappell to approve current month's expenses of approximately \$50,000.00.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

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

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather and will provide soundings when the weather gets better.

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. Maintenance and a lot of fabrication and filling up holes on the dredge; and
2. Captain Draughon passed out a binder which contained many pictures and provided a presentation of what each picture was to the Board. The pictures illustrated the condition of the dredge that is undergoing refurbishment and the conditions at the Lauderdale Marine Center.

PUBLIC COMMENTS: None.

NEW BUSINESS

PRESENTATION BY CONSULTANT GORDON THOMSON WITH BAIRD & ASSOCIATES REGARDING THE HILLSBORO CLUB EROSION STUDY: Gordon Thomson with W.F. Baird & Associates advised the Board that the Hillsboro Club has experienced a severe amount of erosion on their property and are concerned. The Hillsboro Club is trying to develop a coastal protection master plan. Mr. Thomson provided a presentation with pictures of the erosion. The Hillsboro Club has a request to consider replacement of sand onto the club property. Mr. Thomson provided photos of the conditions on the beach at the Hillsboro Club. He also discussed the history of the shoreline at the Hillsboro Club. The request is for the Hillsboro Inlet District to consider inserting the dune and upper berm as a placement area in the permit

application and include that in the Management Plan, knowing that at some point in time the sand may come back to the inlet. The Hillsboro Club is not asking for a significant volume. The Board asked questions and discussed our Inlet Management Plan.

Chair Bryan advised Mr. Thomson that the District needs to get through the process of obtaining their permit based on the current inlet management plan, and for him to get in contact with Chris Creed from Olsen Associates and District's General Counsel David Tolces and the Board will circle back on this matter.

UPDATE FROM OLSEN ASSOCIATES – CHRIS CREED: Chris Creed advised the Board of the status of the permit application. Mr. Creed advised the Board that it is his intent to have the permit application submitted to the Florida Department of Environmental Protection in a few weeks.

Mr. Creed also provided an update regarding the state lands and access to the south of the south jetty and a long term plan. Mr. Creed also advised that they are seeking funding for many different projects through the Local Government Funding Request process.

Chair Bryan discussed with the Board the meeting that was held regarding the Hillsboro Point dock/seawall owner and engineers and attorneys and provided an update.

Attorney Tolces asked Mr. Creed if he has a timeframe on when he will have alternate proposals to present to the property owner and the State. Mr. Creed stated that he has to work with Captain Draughon and Assistant Cuevas and their need for access and what will be required to make modifications to the pipe relocations for a long term plan.

Attorney Tolces advised that at last month's meeting the Board authorized guidance with the filing of a potential lawsuit. Attorney Tolces advised that a lawsuit has not been filed as of yet. He and counsel from his office are working with Chris Creed to come up with an alternate plan and to obtain a surveyor to go out there to survey the current location where the District wants the pipes to be in the event we need to take steps to file a lawsuit.

RESOLUTION TO APPROVE LINE OF CREDIT WITH TRUIST BANK: District Account Robert Andrews discussed the line of credit renewal for the 2023-24 fiscal year.

Resolution No. 2023-01 was read into the record by General Counsel, David Tolces as follows:

A RESOLUTION OF HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, AUTHORIZING THE CHAIR AND/OR VICE-CHAIR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO OBTAIN A LINE OF CREDIT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) ON BEHALF OF THE DISTRICT FROM TRUIST BANK FOR THE PURPOSE OF PROVIDING NECESSARY FUNDING FOR THE DISTRICT'S PROJECTS AND DISTRICT OPERATIONS; COVENANTING TO BUDGET AND APPROPRIATE FUNDS, FROM LEGALLY AVAILABLE AD VALOREM REVENUES, TO REPAY SUCH

NOTE; PROVIDING FOR SEVERALABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chair Bryan advised the Board that she will abstain from voting on the motion due to a conflict of interest. A motion was made by Commissioner Loesel and seconded by Commissioner O'Neill to approve Resolution No. 2023-01 (Approving the Truist Line of Credit in the amount of \$500,000.00).

Commissioner Bryan	Abstain
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

District Secretary Kimberly Longo called roll.

The Motion was approved unanimously. (6-0)

RENEWAL OF HULL INSURANCE COVERAGE: Attorney Tolces discussed the Hull insurance renewal with Markel Marine in the amount of \$47,405.00 with the Board. A motion was made by Commissioner O'Neill and seconded by Commissioner Campbell to approve the renewal of the 2023-2024 Hull Insurance Policy with Markel American Insurance Company and reject the terrorism insurance coverage to the General Liability Policy.

Commissioner Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion was approved unanimously. (7-0)

PROPOSED MILLAGE RATE FOR 2023-2024 FISCAL YEAR: The Board discussed the proposed Budget for the upcoming fiscal year. The Board discussed the Millage Rate of 0.1110 mills. District Accountant Robert Andrews discussed the District's need to put money aside for the repair, replacement of the District's equipment, Inlet Management Plan and legal expenses relating to the dock issue. Attorney Tolces discussed the quorum needed with respective millage rates.

OLD BUSINESS

HEALTH INSURANCE RENEWAL FOR 2023-2024 UPDATE: District Accountant Robert Andrews advised the Board that he contacted the Florida League of Cities and they could not come close to the same premium that the District now has. The District has stayed with Florida Blue with the grand-fathered policy. Commissioner Chappell asked District Robert Andrews if he found out why the premium is the same for different individuals and supplement amounts. District Robert Andres will have Mr. Schlossberg send the Florida Blue cost rates page to Commissioner Chappell.

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that the September meeting dates are September 11 – First Budget Meeting and September 18 – Final Budget Meeting and Regular Meeting.

Chair Bryan received Captain Draughon's quote for bumpers for the dredge. Chair Bryan asked that Captain Draughon advised what the quote is for. Captain Draughon advised that the quote is for bumpers are to protect the side of the dredge. This item will be placed on next month's agenda.

COMMISSIONER COMMENTS: Commissioner O'Neill advised the Board that someone broke into the lighthouse over the weekend and they are also diving off the pump barge. Captain Draughon was provided a form from the Town of Hillsboro Beach has asked the District to fill out to give them some authority to takes some action with respect to District property. We do not own any real property but they may take some action with boats if they see someone doing something they should not.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 8:01 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of First Reading Millage/Budget Meeting - September 11, 2023
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 Randy Strauss
Commissioner Robert O'Neill
Commissioner Max Turner
Commissioner Thomas Campbell

OTHERS PRESENT:

David N. Tolces, Weiss Serota Helfman Cole &
Bierman, P.L., General Counsel.
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 2023/2024.

Resolution No. 2023-02 was read into the record by General Counsel, David N. 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 2023-2024, 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. 2023-03 and set the millage rate at 0.1110 mills was made by Vice-Chair Gore and seconded by Commissioner Loesel. Chair Bryan and the Board discussed the millage rate and it was determined there would not be unanimous vote. Commissioner Campbell made a motion to amend the motion to set the milage rate at 0.1024 and second by Commissioner Strauss.

District Secretary Kimberly Longo called roll. The motion was passed 6 to 2.

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Strauss	Yes
Commissioner O'Neill	No
Commissioner Turner	Yes
Commissioner Campbell	Yes

Thereafter Resolution No. 2023-03 was read into the record by General Counsel, David N. 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 2023-2024 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. Commissioner Turner made a motion that Resolution No. 2023-03 be adopted. The motion was seconded by Commissioner Vice-Chairman Gore.

District Secretary Kimberly Longo called roll. The motion was passed 6 to 2.

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	No
Commissioner Strauss	Yes
Commissioner O'Neill	No
Commissioner Turner	Yes
Commissioner Campbell	Yes

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

Respectfully Submitted,

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of the Final Reading Millage/Budget Meeting, September 18, 2023
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chairman Denise Bryan
Vice-Chairman Laurence Gore
Commissioner Scott Loesel
Commissioner Randy Strauss
Commissioner Robert O'Neill
Commissioner Max Turner
Commissioner Tom Campbell

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 2023/2024.

Resolution No. 2023-02 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 2023-2024, 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 Campbell and seconded by Commissioner Loesel to approve Resolution No. 2023-02 and set the millage rate at 0.1024 mills. The Motion passed unanimously 7-0. (District Secretary Kimberly Longo called roll.)

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

Resolution No. 2023-03 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, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-2024 FOR THE HILLSBORO INLET DISTRICT, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Bryan opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion was made by Vice-Chair Gore and seconded by Commissioner Loesel to approve Resolution No. 2023-03. The Motion was passed 6-1. (District Secretary Kimberly Longo called roll.)

Chairman Bryan	Yes
Vice-Chairman Gore	Yes
Commissioner Loesel	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	No
Commissioner Turner	Yes
Commissioner Campbell	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

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, September 18, 2023
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Randy Strauss
Commissioner Robert O'Neill
Commissioner Max Turner
Commissioner Tom Campbell

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Chris Creed, Olsen Associates, Inc.
Oscar Belaiche, Pompano Beach
District Accountant Robert Andrews
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 28, 2023 Regular Meeting Minutes was made by Commissioner Loesel. Commissioner Campbell asked for a discussion regarding the Minutes. He stated the second paragraph on page 3 states that Gordon Thomson was to contact Chris Creed from Olsen Associates and District General Counsel, David Tolces. Commissioner Campbell believes that Mr. Thomson was encouraged to check with the DEP as well and asked if the tapes could be reviewed. Attorney Tolces stated that the Minutes could be tabled until next month to have District Secretary Kimberly Longo listen to the audio of the August meeting.

A Motion was made by Vice Chair Gore and seconded by Commissioner Campbell to table the August 28, 2023 Regular Meeting Minutes to the October 16, 2023 meeting.

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to table the August 28, 2023 to the October 16, 2023 meeting was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner O'Neill and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$179,491.71. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the outstanding bills was approved unanimously. (7-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Loesel and seconded by Commissioner Strauss to approve current month's expenses of approximately \$50,000.00.

Chair Bryan	Yes
Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the current month's expenses was approved unanimously. (7-0)

DREDGE LOG: Captain Draughton presented the Inlet depth chart, which depicted six (6') feet controlling depth seaward and nine (9') feet controlling depth shoreward.

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

1. A lot of fabrication to get the new elbow going; and
2. Inlet II workboat sprung a leak and was taking on water and the propeller seal had to be replaced asap.

Captain Draughton advised that the dredge should be done by the middle to end of October.

General Counsel Tolces provided the Board with the WEDA Eastern Chapter Western Dredging Association Fall 2023 Conference in Jacksonville registration form. Chair Bryan asked if Captain Draughton would like to attend but Captain Draughton stated while he would like to go, October is going to be a busy month for him and his crew. Chair Bryan asked if anyone would like to attend.

PUBLIC COMMENTS: Oscar Belaiche, Pompano Beach homeowner, inquired if a new dredge is being purchased. Captain Draughon advised that the current dredge is being refurbished and should be ready by mid to end of October and stated as far as a new one being purchased, the paint on this one will last about eight years. Mr. Belaiche asked if the District's website could be updated with dredging volume numbers more frequently. He also inquired about the status of an owner wanting to install dock/seawall.

NEW BUSINESS

UPDATE FROM OLSEN ASSOCIATES – CHRIS CREED: Chris Creed provided the Board with an update regarding the project to the south relating to the dock/seawall issue. It is his understanding that the owner's dock permit request is on hold due to the Florida Department of Environmental Protection requesting additional information from the owner and assumes they are working on a response.

Mr. Creed advised that they are working with the Florida Department of Environmental Protection permit to continue bypassing and plan to submit on Friday. Commissioner Campbell asked when the permit expires. Mr. Creed advised that it expires mid-December.

General Counsel Tolces stated that in association with the permit he provided a copy of a letter from the Hillsboro Club. He stated there have been discussions with The Hillsboro Club President and that the District will work with them to address their concerns once the dredge gets back in the water.

RESOLUTION SUPPORTING APPLICATION FOR LOCAL GOVERNMENT FUNDING REQUEST FROM DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Resolution No. 2023-04 was read into the record by General Counsel, David Tolces as follows:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HILLSBORO INLET DISTRICT, FLORIDA DEMONSTRATING CONTINUING SUPPORT FOR THE HILLSBORO INLET MANAGEMENT PLAN, AGREEING TO CONTINUE SERVING AS THE LOCAL SPONSOR OF THE HILLSBORO INLET DISTRICT SAND BYPASSING AND INLET MAINTENANCE PROJECTS, AND COMMITTING TO PROVIDE THE LOCAL COST SHARE FOR EXPENSES ELIGIBLE FOR COST-SHARING THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Campbell and seconded by Commissioner Loesel to approve Resolution No. 2023-04.

Commissioner Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion was approved unanimously. (7-0)

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that Commissioner Chappell has requested to put the District's health insurance for discussion on the October agenda.

COMMISSIONER COMMENTS: None.

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

Respectfully submitted,

Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

SEPTEMBER 11, 2023

THOMAS ANSBRO

Presiding

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

PRESENT: Roy Davis, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Victor Padilla, Code Compliance inspector
Hector Barrett, Code Compliance Inspector
Winlett Banton, Special Magistrate Clerk

For the record Maritza Martinez, 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	23080053	TEIXEIRA,MARCIA CRISTINA TEIXEIRA,MARCELO	921 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(c) - Preparation and storage of residential refuse. Modified Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
4	23080054	RAMPELLI,DANIEL	1404 SE 8 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(c) - Preparation and storage of residential refuse. Modified Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
5	23080045	HOLT,ALEX & HEATHER	824 SE 16 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

6	23080102	VAN ROOYEN,WILLEM	19 NE 11 WAY, 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
9	23070044	SEBREN E POITIER TR POITIER,SEBREN E TRSTEE	379 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$100 PER DAY \$80 PROSECUTION COST
11	23070072	GREAT WHITE WAREHOUSES LLC	149 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONSSection 14-106(e) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- CHEYNE COTTRELL FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$100 PER DAY \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-71(e) - Lot regulations. 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	
12	23070073	CORKYS WAREHOUSE LLC	109 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- JOSH BRAMMICK PHILLIS ROBINSON FINAL ORDER ISSUED COMPLY BY 11/10/2023 \$100 PER VIOLATION \$80 PROSECUTION COST
13	23070076	WEINGARTEN REALTY INVESTORS %KIMCO REALTY CORPORATION	3770 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. FIRE PREVENTION CODE	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				10.2.5 Owner/Occupant Responsibilities NFPA 1 2012 ed. FFPC	COMPLY BY 106/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
16	22100003	LA ROCCA,JOSEPH	4201 N DIXIE HWY, 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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT- JOSEPH LA ROCCA EXTENDED TO 10/6/2023
17	22100011	WEARCHECK LUBRICATION SERVICES LLC	637 JIM MORAN 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 EXTENDED TO 11/10/2023
18	22100002	FITZ-HALL INC	4251 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 10/6/2023

25	23050076	NICOLE BOSTON REV LIV TR	345 FARNHAM Q, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 10/9/2023
26	23070025	PINTO,VALDIR	2810 SW NATURA BLVD, UNIT D,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 9/2/2023 FOR \$250 PER DAY
27	23080019	JASPER PROPERTY SERVICES LLC	230 N FEDERAL HWY, UNIT 302,DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. 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 9/2/2023 FOR \$250 PER DAY
28 THR U 43	23080067	RARE BIRDS HOLDINGS LLC	1060 CRYSTAL LAKE DR101 DEERFIELD BEACH, FL 33064	FIRE PREVENTION CODE 20.1 Other deficiency. FIRE PREVENTION CODE 3.12 Door(s) self closer required. FIRE PREVENTION CODE 3.31 Door needs service or repair. FIRE PREVENTION CODE	RESPONDENTS WERE PRESENT- LILIAN FERNANDEZ NICEIA V. BORGES FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				5.1 Fire alarm annual inspection required. FIRE PREVENTION CODE 5.2 Fire alarm inspection report required. FIRE PREVENTION CODE 5.25 Fire alarm device in need of service or repair. FIRE PREVENTION CODE 5.3 Fire alarm log book required. FIRE PREVENTION CODE 5.4 Fire alarm system in need of service or repair. FIRE PREVENTION CODE 5.5 Fire alarm inspection tag required. FIRE PREVENTION CODE 7.1 Standpipe system annual inspection required.	
44	23060122	SAHANIAN FAM LIV REV TR SAHANIA,A & SAHANIAN,A E TRSTEES	1247 SE 8 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 10/9/2023
47	23060058	GARY ROLLINS REV LIV TR %WATERHOUSE RE INVESTMENTS LLC	1258 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 106/2023 \$250 PER DAY \$80 PROSECUTION COST

48	23060061	WINDOLPH REALTY CO INC	1020 NW 6 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- LISA RICHARD SHELBY SMITH FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$250 PER DAY \$80 PROSECUTION COST
49	23060462	NATURA INC	3500 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$250 PER DAY \$80 PROSECUTION COST
50	23060483	TOBON , JENNIFER TOBON, JOHN F	550 SW 11 DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- JENNIFER AND JOHN E. TOBON CONTINUED TO 10/9/2023
52	23070016	GRASSO,FRANK DONNA M GRASSO IRREV TR	62 NE 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS PRESENT- MATT SPADLEY

				REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 9/25/2023 \$500 PER DAY \$80 PROSECUTION COST
53	23070020	MORGAN,ELISE MORA LE ELISE MORA MORGAN LIV TR	1445 SE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ELISE MORA LE MORGAN FINAL ORDER ISSUED COMPLY BY 11/10/2023 \$100 PER DAY \$80 PROSECUTION COST
54	23080096	MURE,JOSEPH JR	500 SE 21 AVE, UNIT 610,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- ALBERTO CHUECOS FINAL ORDER ISSUED COMPLY BY 11/10/23 \$500 PER DAY \$80 PROSECUTION COST
55 THR U 64	23060155	LULOS LLC/Safety Inspection repairs are required	4321 NW 9 AVE, UNIT 102,DEERFIELD BEACH, FL 33064 102	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CASE ADDED TO 9/27/2023 HEARING FOR AN ORDER
66	23070056	SEERS,ROBERT GUERNON,LORRAINE	4014 HARWOOD C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT ADMINISTRATIVE CONTINUANCE FOR 9/27/2023

68	23070079	VACCARO, EVELINE	4014 OAKRIDGE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$150 PER DAY \$80 PROSECUTION COST
69	23060079	LUNE INVESTMENT LLC	1061 NW 45 ST, UNIT 2,DEERFIELD BEACH, FL 33064 2	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 9/8/2023 FOR \$250 PER DAY
70	23050084	SCHIEBER,YOSSI	1420 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9/8/2023 FOR \$250 PER DAY
71	23050046	REALTY WHOLESALEERS INC	5041 NW 11 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9/8/2023 FOR \$100 PER DAY

72	23060013	SML DEERFIELD BEACH LLC /40 Yr.	2030 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	RESPONDENTS WERE PRESENT- EZRA BARUKH ARIEL LEVY FINES IMPOSED AS OF 9/8/2023 FOR \$250 PER DAY
73	23060015	ADE DEERFIELD HOLDINGS LLC %FIESTA RESTAURANT GROUP INC	1051 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
74 thru 89	23060019	ALTAVISTA ENTERPRISE LLC	555 SE 8 ST, UNIT 156, DEERFIELD BEACH, FL 33441 156	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- DEBBIE RUTTMO ALEX VASQUEZ FINES IMPOSED AS OF 9/8/2023 FOR \$250 PER DAY
91	23060342	DAVIS, JEROD DAVIS, LISA	831 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$150 PER DAY \$80 PROSECUTION COST

92	23060485	GRABARNIK,GENADY SHWARTZ,LARISA	50 ASHBY A, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (e) (3) - Minimum standards for interior of structures.	RESPONDENTS WERE PRESENT- GENADY GRABARNIK LARISA SHWARTZ FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$50 PER DAY PER VIOLATION \$80 PROSECUTION COST
93	23070048	JORDAN,LUCILLE	186 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT- WILLIE STROWBRIDGE FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

94	23080033	ANDERSON,JULIE T	330 N FEDERAL HWY, UNIT 208,DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
95	23060036	DEERFIELD BEACH 998 LLC/	998 S MILITARY TRL, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
99 thru 152	21010139	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDR A TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- ALEXANDRA JANSSEN JOANANN HANSON FINAL ORDER ISSUED COMPLY BY 1/8/2024 \$100 PER DAY \$80 PROSECUTION COST
153	22120238	HUBER,SCOTT	205 SE 10 ST, UNIT 2E, DEERFIELD BEACH, FL 33441 2E	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- SCOTT HUBER

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	CONTINUED TO 11/13/2023
155	23080029	RAMPELLI,DANIEL	1404 SE 8 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$250 PER DAY \$80 PROSECUTION COST
159	23070039	RENA,PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT EXTENDED TO 10/6/2023

160	23050072	MENEZES PORTES,DIONEI H/E PORTE,TATIANE FIK KIL	614 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9/25/2023 \$100 PER DAY \$80 PROSECUTION COST
161	23050078	METZLER,MARK	900 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT EXTENDED TO 10/6/2023

				Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
163	23080086	EVANS,BRANDY EVANS,DEBORAH	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$100 PER DAY \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - 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 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	
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				Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. 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 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
165	23080065	GARCIA,JAVIER E GARCIA,DONAYMA P	444 NW 45 TER DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT CONTINUED TO 10/9/2023

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
166	23080039	CASA DEERFIELD II LLC	1221 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	RESPONDENTS WERE PRESENT- SHAROL ALARRAGA OSCAR HERNANDEZ FINAL ORDER ISSUED COMPLY BY 9/25/2023 \$500 PER DAY \$80 PROSECUTION COST
167	23080044	BAPTISTE,EDNER JEAN DUPRE,ENDRAISE	681 NE 44 ST, 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 FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$150 PER DAY \$80 PROSECUTION COST
168	23080095	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	I-95, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$25 PER DAY \$80 PROSECUTION COST

169	23080051	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	I-95, DEERFIELD BEACH, FL 33442	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 10/6/2023 \$25 PER DAY \$80 PROSECUTION COST
170	23080052	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10/6/2023 \$150 PER DAY \$80 PROSECUTION COST
171	23040059	CARUSO,PARIS ANN	1006 BERKSHIRE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 9/2/2023
172	23090001	COLONIAL SUITES INC	1197 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9/26/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L)(2) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
A	07-1610	BIEN-AIME,MICHAEL	4404 NW 4 AVE, DEERFIELD BEACH, FL 33064	00010 34-57 (A) (1) TRASH IT SHALL BE A VIOLATION OF THIS ARTICLE FOR ANY OWNER OR TENANT TO: PERMIT THE ACCUMULATION OF LITTER UPON ANY PARCEL OF LAND IN THE CITY OWNED, LEASED OR OTHERWISE IN THE POSSESSION OF THE OWNER OR TENANT, OR WITHIN THE ADJOINING RIGHT-	RESPONDENT WAS PRESENT- MICHAEL BIEN-AIME FINES MITIGATED FOR \$0.00

				OF-WAY BETWEEN THE FRONT PLOT LINE AND THE CENTERLINE OF THE RIGHT-OF-WAY, AND BETWEEN THE EXTENSIONS OF THE SIDE PLOT LINES TO THE CENTERLINE OF THE RIGHT-OF-WAY.	
B	18110018	BIEN-AIME,MICHAEL	4404 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- MICHAEL BIEN-AIME FINES MITIGATED FOR \$0.00
C	22060028	BIEN-AIME,MICHAEL	4404 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 WAS PRESENT- MICHAEL BIEN-AIME FINES MITIGATED FOR \$6,000 TO BE PAID BY 3/11/2024
D	22120247	BIEN-AIME,MICHAEL	4404 NW 4 AVE, 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- MICHAEL BIEN-AIME FINES MITIGATED FOR \$0.00

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 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.	
E	23020003	BIEN-AIME,MICHAEL	4404 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- MICHAEL BIEN-AIME FINES MITIGATED FOR \$0.00

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
F	20020059	EAYC INV A LLC	181 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT-TAL BENHRUSH ADIR AARON CASE WAS CONTINUED TO 10/9/2023
G	22060030	EAYC INV A LLC	181 NW 44 ST, 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.	RESPONDENTS WERE PRESENT-TAL BENHRUSH ADIR AARON CASE WAS CONTINUED TO 10/9/2023

H	22090188	GROSSO,CHRISTOPHER	243 DURHAM F, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (k) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT MITIGATION WAS DENIED
I	22120015	TERRILL,ROSILDA ALVES H/E LIMA,FABIO	1313 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-14. - Same— Encroaching on property of others.	RESPONDENTS WAS PRESENT- ROSILDA TERRILL FINES MITIGATED FOR \$1,200 TO BE PAID BY 3/11/2024
J	22080006/ Attorney Trey E. Miller	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.	RESPONDENT WAS PRESENT- TREY E. MILLER FINES MITIGATED FOR \$1,500 TO BE PAID BY 10/9/2023

				Unrelated in Single Family Dwelling	
K	21080219	MARTINELLO, REGINALDO T & RIZZON, ALESSANDRA CAMATA	271 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
L	23030014	ADAMS,MATTHEW B TRUJILLO,ELIZABETH	170 SE 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 58 - SOLID WASTE	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

				ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
M	23030084	ORESTIL,MARIE	241 NW 38 ST, DEERFIELD FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES

CITY OF DEERFIELD BEACH, FLORIDA

Thomas Ansbro, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 9, 2023

Thomas Ansbro

Presiding

Special Magistrate Thomas Ansbro City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Roy Davis, Code Compliance Manger
Patesha Johnson, Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Maritza Martinez, 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>
7	23080098	DE MELO,VINICIUS MENDES	1492 SW 24 TER, DEERFIELD BEACH, FL 33442	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.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
8	23080094	KARIA GLOBAL LLC	845 S 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 CONTINUED TO 12-11-2023
10	23070072	GREAT WHITE WAREHOUSES LLC	149 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 11-10-2023
11	23070076	WEINGARTEN REALTY INVESTORS %KIMCO REALTY CORPORATION	3770 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. FIRE PREVENTION CODE 10.2.5 Owner/Occupant Responsibilities NFPA 1 2012 ed. FFPC	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$100 PER DAY PER VIOLATION

12	23070044	SEBREN E POITIER TR POITIER,SEBREN E TRSTEE	379 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$100 PER DAY
13	23070001	DEERFIELD BEACH 786 LLC	2305 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$100 PER DAY
14	23070034	BRE/ESA P PORTFOLIO LLC %EXTENDED STAY-PROPERTY TAX 0328	1200 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT - JOHN SCATENA EXTENDED TO 11-13-2023
15	22100002	FITZ-HALL INC	4251 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K) (14) (b) - Landscape Requirements.	RESPONDENT WAS PRESENT - CARL JOHNSON EXTENDED TO 1-5-2024
16	22100003	LA ROCCA,JOSEPH	4201 N DIXIE HWY, 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 EXTENDED TO 1-5-2023

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N) (1) - Landscape Requirements.	
21	23060046	JULIA L O'GRADY LIV TR O'GRADY,JULIA L TRSTEE ETAL	1501 SE 15 CT, UNIT 302,DEERFIELD BEACH, FL 33441 302	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-10-2023 \$250 PER DAY \$80 PROSECUTION COST
22	23080027	SULLIVAN,BARBARA HUGHES HUGHES,PAULA J	49 PRESCOTT C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-8-2023 \$150 PER DAY \$80 PROSECUTION COST
23	23070050	CCC FINANCING I CORP C/O RYAN LLC	3001 DEER CREEK COUNTRY CLUB 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	RESPONDENTS WERE PRESENT- PHILIP MANCONEY HANK IYOCK FINAL ORDER ISSUED COMPLY BY 11-10-2023 \$250 PER DAY \$80 PROSECUTION COST
24	23070055	URBAN HOLDINGS GROUP 1 INC	357 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-13-2023

25	23080108	TOP FIT CLINIC ADVANCED AESTHETIC INC	831 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-10-2023 \$150 PER DAY \$80 PROSECUTION COST
27	23090039	BURGOS,JIMMY D	257 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CONTINUED TO 11-13-2023
29	23090041	ALIAHMAD,ALTAF AZEEM H/E ALIAHMAD,FAROEK	210 NE 44 ST, DEERFIELD BEACH, FL 33064	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 Section 66-117.(a) - Parking prohibitions; enforcement	RESPONDENTS WERE PRESENT- FOROEK ALIAHMAD ALLY OSGAR FINDING OF FACT ORDER ISSUED COST WAIVED
30	23090044	BMS DEERFIELD BEACH LLC % DEPT PT FL 25706/LANDSCAPE AND TRASH	150 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- DANIEL WILLIAMS

					CONTINUED TO 11-13-2023
31	23060483	TOBON , JENNIFER TOBON, JOHN F	550 SW 11 DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- JENNIFER AND JOHN TOBAN CONTINUED TO 11-13-2023
32	23090006	JAMES,SUSAN	628 DEER CREEK HOLLOWS CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- SUSAN JAMES' ATTORNEY TIM SHANE CONTINUED TO 11-13-2023
33	23050076	NICOLE BOSTON REV LIV TR /PERMITS	345 FARNHAM Q, 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 11-10-2023 \$200 PER DAY \$80 PROSECUTION COST
34	23070079	VACCARO, EVELINE	4014 OAKRIDGE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
35	23060342	DAVIS,JEROD DAVIS,LISA	831 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

36	23060058	GARY ROLLINS REV LIV TR %WATERHOUSE RE INVESTMENTS LLC	1258 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 NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$25 PER DAY
37	23060061	WINDOLPH REALTY CO INC	1020 NW 6 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 FINES IMPOSED AS OF 10-6-2023 FOR \$250 PER DAY
38	23060462	NATURA INC	3500 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- ATTORNEY LAUREN SCHWARZFELD BRUCE GOTTESMANGINAL JOHNSTON PAUL COUTURA EXTENDED TO 10-23-2023
39	23070048	JORDAN,LUCILLE	186 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$100 PER DAY

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
40	23060485	GRABARNIK,GENADY SHWARTZ,LARISA	50 ASHBY A, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (e) (3) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
41	23060122	SAHANIAN FAM LIV REV TR SAHANIA,A & SAHANIAN,A E TRSTEES	1247 SE 8 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE DISMISSED
42-50	23060094	FRANCA,LUIZ	4251 NW 9 AVE, UNIT 101,DEERFIELD BEACH, FL 33064 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-10-2023 \$250 PER DAY \$80 PROSECUTION COST
51-82	23060137	NUNES ROWE,ELIZABETH	1100 CRYSTAL LAKE DR, UNIT 101,DEERFIELD BEACH, FL 33064 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- DAVID KREMPA FINAL ORDER ISSUED COMPLY BY 11-10-2023 \$250 PER DAY \$80 PROSECUTION COST

83-133	23060383	BRONSTEIN,MARIA	941 CRYSTAL LAKE DR, UNIT 305,DEERFIELD BEACH, FL 33064 305	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- HAROLD KRAMER CARL FORBES CONTINUED TO 10-23-2023
134-149	23080067	RARE BIRDS HOLDINGS LLC/FIRE CODE VIOLATIONS	1060 CRYSTAL LAKE DR, UNIT 101,DEERFIELD BEACH, FL 33064 101	FIRE PREVENTION CODE 5.1 Fire alarm annual inspection required. FIRE PREVENTION CODE 5.2 Fire alarm inspection report required. FIRE PREVENTION CODE 5.25 Fire alarm device in need of service or repair. FIRE PREVENTION CODE 5.4 Fire alarm system in need of service or repair. FIRE PREVENTION CODE 5.5 Fire alarm inspection tag required. FIRE PREVENTION CODE 7.1 Standpipe system annual inspection required.	RESPONDENTS WERE PRESENT- MARCIA BORGES EDSON RIBIRO FINES IMPOSED AS OF 10-6-2023 FOR \$250 PER DAY PER VIOLATION
150	23080088	EALEY,LESTER C III	338 SW 1 TER, UNIT 3-4,DEERFIELD BEACH, FL 33441 3-4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 12-11-2023

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	
151	23080093	RAMOS,ITALA	200 NW 40 CT, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-ITALA RAMOS CONTINUED TO 11-13-2023
154	23080029	RAMPELLI,DANIEL	1404 SE 8 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$250 PER DAY
155	22120062	SILVA,RAFAEL H/E SILVA,DANIELLI	316 NW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(c) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT

					CERTIFIED WITH \$80 PROSECUTION COST
156	23050051	ST LOUIS,JACQUES D	4250 NE 1 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL; Sec. 34-35 (4). - Specific noise prohibitions. 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 10-19-2023 \$500 PER DAY PER VIOLATION \$80 PROSECUTION COST
157	23070039	RENA,PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$250 PER DAY PER VIOLATION

				PROPERTY Section 34-144 - Maintenance requirements.	
158	23050078	METZLER, MARK	900 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE	RESPONDENT NOT PRESENT VACATED FINAL ORDER

				VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
159	23080044	BAPTISTE, EDNER JEAN DUPRE,ENDRAISE	681 NE 44 ST, 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 FINES IMPOSED AS OF 10-6-2023 FOR \$150 PER DAY
160	23080051	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	I-95, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
161	23080052	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$150 PER DAY
162	23080065	GARCIA,JAVIER E GARCIA,DONAYMA P	444 NW 45 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-10-2023 \$250 PER DAY \$80 PROSECUTION COST

164	23090056	LEONARD ASSOCIATES INC	1636 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 FIRE PREVENTION CODE 4.5 Electrical wiring not to code. FIRE PREVENTION CODE 7.10.2.2 Directional Signs NFPA 101 2012 ed. FFPC	RESPONDENT WAS PRESENT- ANN CHACKMAN FINAL ORDER ISSUED COMPLY BY 11-10-10203 \$250 PER DAY \$80 PROSECUTION COST
165	23070037	10604 SW VILLAGE PARKWAY LLC % NATIONAL TAX SEARCH LLC	1051 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	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-6-2023 FOR \$250 PER DAY
167	23080043	MGF PROPERTY III LLC	272 SW 3 ST, UNIT A-D, DEERFIELD BEACH, FL 33441 A-D	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTEARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-7-2023 FOR \$250 PER DAY PER VIOLATION
168	23090004	CASH ON CASH OFFERS LLC	303 MARKHAM N, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CASE SET FOR 10-23-2023 FOR CERTIFICATION

				ENFORCEMENT Section 98-113(a) Building permits	
170	23080099	LD DEERFIELD LLC % DIAMONDS & DOGGIES/MT. OF DEV.	197 SE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
A	20020059	EAYC INV A LLC	181 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- TAL BENHARUSH FINES MITIGATED FOR \$6,000 TO BE PAID IN FULL BY 11-13- 2023
B	22060030	EAYC INV A LLC	181 NW 44 ST, 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 WAS PRESENT- TAL BENHARUSH FINES MITIGATED FOR \$6,000 TO BE PAID IN FULL BY 11-13- 2023
C	23020057	EASTON INVESTMENTS REDUX LLC	100 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L) (2) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

D	18070077	THOMPSON,VERNON/ TREE BRANCHES CAPITAL	465 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT WAS PRESENT- CYRIL HEFFESSE FINES MITIGATED FOR \$3,500 TO BE PAID IN FULL BY 11-13-2023
E	20110059	THOMPSON,VERNON/ TREE BRANCHES CAPITAL	465 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section	RESPONDENT WAS PRESENT- CYRIL HEFFESSE FINES MITIGATED FOR \$3, 500 TO BE PAID IN FULL BY 11-13-2023

				34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTEARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	
F	22090188	GROSSO,CHRISTOPHER	243 DURHAM F, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (k) (1) - Minimum standards for interior of structures.	RESPONDENT WAS PRESENT- BARACH DAGAN FINES MITIGATED FOR \$1 ,200 TO BE PAID IN FULL BY 11-13- 2023
G	23060015	ADE DEERFIELD HOLDINGS LLC %FIESTA RESTAURANT GROUP INC	1051 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (k) (1) - Minimum standards for interior of structures	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES

CITY OF DEERFIELD BEACH, FLORIDA

Thomas Ansbro, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
September 27, 2023**

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: Joseph Cummings, Alternate
Jack Hugentugler
Tinka Ellington
Harry Belton, Chair

Also Present: Anthony Soroka, City Attorney
Christopher Suneson, Assistant Director of Planning and Development Services
Daniel Mantell, Planning and Zoning Manager
Emily Cortez, Assistant Planner
Tracy Britten, Administrative Support Specialist

Absent: Mark Damiano, Alternate
Terrance Glunt, Vice Chair

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Cummings made a motion, seconded by Mr. Hugentugler to approve the August 23, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7097 Veronika Properties, LLC
 1 SE 8th Avenue
 Paint Change**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

Mr. Cummings stated that the correct address for the property is 823-825 SE 8th Avenue.

Wayne Ferrell, representing the applicant, provided renderings of the proposed paint change for both buildings: Rainwashed for the body and Extra White for the banding. The existing awnings will be removed.

Ms. Ellington made a motion, seconded by Mr. Hugentugler to approve Item #7097 as submitted. The motion CARRIED by unanimous vote.

**#7098 MWI Pumps
41-45 NW Eller Street
Façade Renovation**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

Craig Ditman, representing the applicant, provided a brief history of MWI Pumps. Thereafter, he outlined the proposed plans for the modernization and improvements to the exterior façade for an 1,100 square foot office building, leaving the warehouse as existing. The renovation will include the replacement of the mansard roof to a standing seam metal roof; installation of new windows and doors; and a front entry feature, which will be made of prefinished metal in the color Tuscan Sun PVDF 2. Additionally, the existing brick façade will be removed and replaced with stucco. The building will be painted Alabaster with the trim Web Gray.

Mr. Suneson advised that the proposed landscape plan has been reviewed, and the double hedge of green island ficus and clusia was requested by the City Landscape Architect.

Ms. Ellington made a motion, seconded by Mr. Hugentugler to approve Item #7098 as submitted. The motion CARRIED by unanimous vote.

**#7099 Bova Townhomes
513-525 NE 19th Avenue
Major Site Plan**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps.

John Reed, representing the applicant, provided the proposed plans for a multi-family triplex, which will be used by the owner as a personal dwelling, and the use of the other two dwellings is still being determined. The property is located in the Cove Overlay District, so all materials, colors and finishes follow the requirements. There will not be any garages, but there will be carports, and the building will be three stories with a pitched roof.

Mr. Suneson advised the four trees located along NE 19th Avenue will be lagerstroemia natchez/crape myrtle watermelon red.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7099 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, introduced Daniel Martell, Planning and Zoning Manager, and Emily Cortez, Assistant Planner.

ADJOURNMENT

Ms. Ellington made a motion, seconded by Mr. Hugentugler to adjourn the meeting at 7:40 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 11, 2023**

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 7:08 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll Call:

Present: Joseph Cummings, Alternate
Tinka Ellington
Harry Belton, Chair

Also Present: Christopher Suneson, Assistant Director of Planning and Development Services
Daniel Mantell, Planning and Zoning Manager
Rafaela Thermidor, Planner
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

Absent: Jack Hugentugler
Terrance Glunt, Vice Chair

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Cummings made a motion, seconded by Ms. Ellington to approve the September 27, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7100 Cross Community Church Pavilion
 841 SE 2nd Court
 Minor Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

Christopher Oaks, representing the applicant, provided plans for construction of a picnic pavilion on the north side of the property. Currently, the area is being used as a volleyball court, and they are seeking to provide shade coverage for their events. The pavilion will be 30-foot by 60-foot and made from steel with concrete flooring.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7100 as submitted. The motion CARRIED by unanimous vote.

**#7096 NVA Animal Hospital
 665 South Federal Highway
 Master Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

Michele Beach, representing the applicant, provided the proposed master sign plan, which outlines a two-tenant building; however, only the animal hospital will be allowed signage per their lease agreement. The existing monument sign is for the whole plaza and will remain unchanged.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7096 as submitted. The motion CARRIED by unanimous vote.

**#7037 Burger King
1303 Military Trail
Previously Approved Minor Site Plan
Plan Reduction**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

Manuel Tapia-Ruano, architect, provided the proposed plan, which is a reduction to the previously approved minor site plan, and seeks to reduce the size of the tower elevation and relocate signage to above the first drive thru.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7037 as submitted. The motion CARRIED by unanimous vote.

**#7104 Ryan Inc. Asphalt Plant Facility
1200 South Powerline Road
Minor Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

Patricia F. Ramudo, representing the applicant, provided renderings of the proposed facility redevelopment plan. The owners are seeking to replace equipment and improve the site in order to minimize airborne sediment and noise, improve water quality, and increase efficiency of equipment. The silos are being replaced and an eight-foot-high panel wall will be installed for visual barriers and landscape buffering.

Debra Hernandez, landscape architect, stated that the landscape design along Powerline Road will be similar to the approved plans from 1997 but improved upon with the inclusion of more native plants. The existing cluster of palms on the northwest corner of the property and the five large green buttonwood trees in the center will be preserved to allow for aesthetic diversity and sound abatement.

Discussion ensued regarding percolation of rain and the environmental impact. Thereafter, discussion ensued regarding alternatives to the proposed orange geiger tree that also meet the evergreen flowering tree requirements and complies with the overhead powerline restrictions.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7104 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, advised that Mark Damiano resigned from the Board and achieving quorum may be more difficult. Additionally, he stated that all applications are fully vetted by staff and reviewed by a licensed landscape architect for plant selection prior to appearing before the Board.

In response to Chair Belton's request to move the meeting dates in November and December to accommodate the holidays, Mr. Suneson stated that the meeting dates for the year have already been set, but it is typical to cancel the second meetings of the month for this reason

ADJOURNMENT

Mr. Cummings made a motion, seconded by Ms. Ellington to adjourn the meeting at 7:54 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
October 5, 2023
MEETING MINUTES**

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

ROLL CALL

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

Also Present: Chris Suneson, Assistant Director of Planning & Development Services
Daniel Mantell, Planning and Zoning Manager
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: Joe Chancy, Alternate
Kanthiah Easwara Chandran, Alternate
William Lane
David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES

Motion was made by Ms. Balaun and seconded by Ms. Beckford to approve the September 7, 2023 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

P.H. 2023-119: APPLICATION 23-CIE-14 Capital Improvement Element update

Applicant: **City of Deerfield Beach**

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

Chris Suneson, Assistant Director of Planning & Development Services, explained that the CIE is a requirement of the Comprehensive Plan and per Florida Statutes the City is required to update the CIE annually to reflect the approved budget.

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

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve Application 23-CIE-14. The motion CARRIED by unanimous vote.

STAFF REPORT

November Meeting - Chris Suneson, Assistant Director of Planning & Development Services, stated that there will be a meeting.

CHAIRMAN'S REPORT

Public Safety Night - Chair Plaut stated that the event will take place on October 6th from 6:00 p.m. to 9:00 p.m. at Quiet Waters Park.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to adjourn the meeting at 7:12 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
September 21, 2023

The meeting was called to order on the above date by Patrick Bardes, Coastal & Waterway Coordinator, at 6:00 p.m. in the City Commission Chambers, Deerfield Beach. The following board members were in attendance:

Voting

- Mr. Chapman
- Mr. Ginarte
- Mr. Nass

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, Amelia Jadoo, Assistant City Attorney, and Deputy Kristopher Vinson, BSO Marine Unit.

- Not in attendance: Mr. LoCascio, Ms. Ramon, and Mr. Streather

PUBLIC INPUT

None.

APPROVAL OF AGENDA

Mr. Nass requested an update on the progress of board member recruitment as well as announcing a fundraising event at the Marine Advisory Summit on September 28, 2023.

Motion was made by Mr. Ginarte, seconded by Mr. Nass to approve the agenda as amended. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES

Motion was made by Mr. Chapman, seconded by Mr. Nass to approve the May 18, 2023 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Chair and Vice Chair Selection

Patrick Bardes, Coastal & Waterway Coordinator, asked for board input regarding the selection of a chair and vice chair.

Mr. Nass declined taking on any additional responsibilities due to his age.

Mr. Bardes suggested tabling the item to the next meeting, as more members are expected to be in attendance.

Motion was made by Mr. Nass, seconded by Mr. Chapman to table the item until the next meeting. The motion CARRIED by unanimous vote.

Deputy Kristopher Vinson, BSO Marine Unit, arrived at 6:09 p.m.; therefore, Item C was discussed prior to Item B.

C. Broward County Marine Summit

Patrick Bardes, Coastal & Waterway Coordinator, stated there will be a Broward County Marine Summit on September 28, 2023. Thereafter, he provided details of the event and went over the topics to be discussed.

There was a brief discussion regarding the Board's achievements since the last summit that could be presented, the beach renourishment project, recent grants awarded to the City, lighting ordinance, new lifeguard towers, and adoption of the seawall standards ordinance.

Mr. Nass asked if the number of marine safety incidents has been reduced.

Deputy Kristopher Vinson, BSO Marine Unit, advised that he would look into it and provide Mr. Bardes with the information.

B. Pioneer Park Boating Discussion with Marine Deputy

Mr. Ginarte stated that the canal at Pioneer Park is not a no wake zone, causing accidents and longer wait times at the ramp. He suggested increasing patrol during the peak times, 5:00 p.m. to 8:00 p.m., to avoid safety issues.

Deputy Kristopher Vinson, BSO Marine Unit, encouraged all to report marine safety incidents on the canal, as it brings awareness to law enforcement and helps organize an operation plan in the affected area. Furthermore, the peak time when incidents are occurring is after his shift; nevertheless, he will have a conversation with deputies about increasing their presence at Pioneer Park. Lastly, establishing a no wake zone would have to be done in conjunction with Boca Raton, as they share jurisdiction over the inlet.

Mr. Ginarte said the main issue stems from wave runner and boat rental companies operating out of the inlet.

Deputy Vinson stated that he is aware of the issue and has been enforcing the City ordinance prohibiting companies from operating out of the inlet, which has reduced their presence.

In response to Mr. Ginarte's suggestion, Deputy Vinson stated that he would reach out to the Community Outreach Team regarding hosting an event at the park reminding boaters of the boat ramp rules.

Patrick Bardes, Coastal & Waterway Coordinator, reminded the Board of the vessel safety check event that was held a few years ago.

Mr. Nass commented on the safety issue at Sullivan Park regarding the location of the ladders on the docks.

Deputy Vinson said the purpose of the ladders is not to assist boaters, but to help, should someone fall into the water. Relocating the ladders would limit the use if someone were to need it for their intended purpose.

Discussion ensued regarding the location and maintenance of the ladders.

Deputy Vinson said there have been many complaints regarding boats coming within 300 feet of the pier, but nothing can be enforced because a city or county ordinance is not in affect.

Mr. Bardes said the Waterfront Operations Manager has brought the issue up to the City Attorney who is working on putting the regulations back into the Code. He will provide an update at the next meeting.

D. Recruitment for Board Vacancies

Patrick Bardes, Coastal & Waterway Coordinator, said a recruitment flyer has been created.

Mr. Nass volunteered to post the flyers around the City.

Mr. Bardes advised a new member has joined the Board.

E. Fundraising Event

Mr. Nass suggested hosting a fundraising event to include speakers, presentations, music, dancing, and a seafood dinner. Further, countywide marine advisory board members, government officials, and the public would be invited to attend, and profits from the event would go towards marine projects.

In response to Mr. Nass' question, Patrick Bardes, Coastal & Waterway Coordinator, replied that more time would be needed for an event of that scale, but he would bring it up to the City Manager's Office.

BOARD MEMBER COMMENTS

Mr. Chapman stated that the lack of board attendance is due to inactivity. Further he highlighted the achievements of the City in marine related areas and questioned what the Board has done.

In response to Mr. Nass' comments, Patrick Bardes, Coastal & Waterway Coordinator,

stated that the Board should focus on small, achievable projects.

Mr. Ginarte said issues stem from not having a full Board.

Deputy Kristopher Vinson, BSO Marine Unit, recommended reaching out to the BSO C.O.R.E. Unit to organize a boat safety event where the Board can be advertised.

In response to Mr. Ginarte's questions, Mr. Bardes suggested reaching out to Parking Enforcement regarding resident and non-resident sticker use at the boat ramps.

Discussion ensued regarding implementing docking time limits at Pioneer Park to address overcrowding issues.

ADJOURNMENT

Motion was made by Mr. Chapman, seconded by Mr. Nass to adjourn the meeting at 7:09 p.m. The motion CARRIED by unanimous vote.



Regular City Commission Meeting - November 14, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, November 14, 2023, 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 14, 2023, 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 14, 2023 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 14, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87314641637?pwd=ZlVnTldyNno2ZlllQ0xtMkxISnJyUT09>
 - 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: 873 1464 1637#, Participant ID: #, Passcode: 816423#

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 14, 2023, 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” which is located at the bottom of the screen under the “reactions” 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. 2023-2236

Agenda Date: 11/14/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2024-015: APPLICATION 22-B2-133 (*Tabled from July 18, 2023*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant, Airline HWY JPMC LLC, is seeking major site plan approval to demolish an existing 2,264 square foot bank building and redevelop the property as a single-story building with associated drive-throughs and site improvements with the building containing approximately 2,988 square feet. The building will house a drive-through only location of **Chick-Fil-A** with no interior seating, however an outdoor dining area will provide 16 seats.

The applicant is also seeking a sign variance (Case 782) from Section 102-8 of the Land Development Code that allows one changeable copy board per order window. The site contains three drive-through lanes and only one door for food deliveries. The applicant is requesting 2 additional changeable copy boards to accommodate all three drive-through lanes.

A noise study was conducted at the request of staff and reviewed by the City's noise consultant. The City's noise consultant agreed to the project's noise methodology and listed a number of measures to address potential impacts on the adjacent neighborhood to the west of the site. These measures included placement of trash dumpsters in a 6' high masonry enclosure, scheduling trash pick up during daylight hours, specifying roof mounted mechanical equipment with sound mitigating features, ensuring the parapet wall be a minimum of one (1) foot higher than mechanical equipment, shutting down order boards at 10:00 pm, scheduling deliveries during daylight hours, and incorporating additional thick vegetation on the west side of the property line. These physical measures have been incorporated into the site and building design, and Chick-Fil-A has stated that they will not operate past 10:00pm.

A traffic impact analysis was submitted with the site plan application and reviewed by the City's traffic consultant. Since the use is expected to generate 2,476 daily weekday trips over the course of an entire day, further analysis of the surrounding road network was required. The site contains ingress/egress points to the east onto Federal Highway and to the northwest to an alley leading northward to NE Eller Street.

The development is expected to generate 189 trips in the peak AM hour and 175 trips during the peak PM hour. Based on the study's analysis, the intersection of S. Federal Highway and E. Hillsboro Boulevard is expected to operate at LOS D for the peak AM hour and LOS E for the peak PM hour

under all three scenarios studied (no build, build, build improved). These LOS levels, while deficient, were present before the addition of project generated trips, and remain at the same levels after the project would be built. In addition, a warrant analysis for a southbound, right-turn lane was conducted and the study determined that the threshold number of right turns (125 turns per hour) was not met to warrant a right-turn lane into the site.

On site circulation was also evaluated as part of the traffic impact analysis. At a comparison site, data was collected at 5-minutes intervals for the number of vehicles stacking within the drive-through lanes. Peak use of the drive-through lanes was observed during mid-day hours from 12 to 2 pm with a maximum number of 35 vehicles in line. The subject site has been designed with a 25 vehicle stacking capacity with a by-pass lane for a total maximum stacking capacity of 31 vehicles. With 3 drive-through lanes, Chick-Fil-A proposes to take orders face to face by employees carrying tablets which will enhance efficiency for the ordering process. The study anticipates order processing times to be less than the comparison site because of this efficiency, leading to a larger volume of vehicles exiting the drive through lanes. The site's one-way counterclockwise circulation allows vehicles to loop around the site provides both fewer conflict points within the site and allows additional stacking (approximately 180 feet) in the northern drive aisle, if needed.

The site meets all setback, 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.

On June 28, 2023, the item was heard and approved by the Community Appearance Board with stipulations. Those stipulations included adding 1 window to the west elevation with a Bermuda shutter, adding 2 windows to the south elevation with Bermuda shutter, and substituting another acceptable evergreen for Dahoon hollies along the western landscape buffer. The applicant has provided updated plans to reflect these stipulations.

On July 6, 2023, the item was heard and recommended for approval by the Planning and Zoning Board.

UPDATE

On July 18, 2023, the item was heard by City Commission where the applicant requested a deferral of the item to a later meeting. At the time, concerns with the site generated traffic interacting with the traffic signalization at the intersection of Hillsboro Boulevard and US-1/Federal Highway were expressed. Since that time, the applicant has provided staff with an animation showing this interaction. The video has been reviewed by the City's traffic consultant who has deemed it to be consistent with both the applicant's traffic study and the operation of the traffic signal at the intersection.

Recommendation

Staff recommends consideration.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM AIRLINE HWY JPMC, LLC, TO DEMOLISH AN EXISTING BANK BUILDING AND CONSTRUCT AN APPROXIMATELY 2,988 SQUARE FOOT DRIVE-THRU CHICK-FIL-A RESTAURANT AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 101 N. FEDERAL HIGHWAY, DEERFIELD BEACH, FLORIDA, IN THE HIGHWAY BUSINESS (B-2) ZONING DISTRICT (APPLICATION NO. 22-B2-133); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Application No. 22-B2-133 (the “Site Plan Application”) has been submitted to the City by Airline HWY JPMC, LLC (the “Applicant”) seeking site plan approval to demolish an existing bank building and construct a new approximately 2,988 square foot drive-thru Chick-Fil-A restaurant and related site improvements on the property located at 101 N. Federal Highway, Deerfield Beach, Florida (collectively, the “Restaurant”); and

WHEREAS, the Restaurant site is approximately 1.37 acres legally described as ATLANTIC BANK PLAT 103-21 B TRACT A, as more particularly described in the file and located at 101 N. Federal Highway, Deerfield Beach, Florida, in the B-2, Highway Business Zoning District (the “Property”); and

WHEREAS, the Site Plan Application includes a new single-story 2,988 square foot drive-through restaurant on the Property, with three drive-through lanes and no indoor seating, and an outdoor seating area on the Restaurant site; 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 June 28, 2023, with conditions that the Applicant (i) add one window to the west elevation with a Bermuda shutter, (ii) add two windows to the south elevation with Bermuda shutters, and (iii) substitute another acceptable evergreen for Dahoon hollies along the western landscape buffer, and the Applicant has provided updated plans to the City to address these conditions; and

WHEREAS, the Planning and Zoning Board voted to recommend approval of the Site Plan Application on July 6, 2023; 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 June 21, 2023, 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 _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM AIRLINE HWY JPMC, LLC, TO DEMOLISH AN EXISTING BANK BUILDING AND CONSTRUCT AN APPROXIMATELY 2,988 SQUARE FOOT DRIVE-THRU CHICK-FIL-A RESTAURANT AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 101 N. FEDERAL HIGHWAY, DEERFIELD BEACH, FLORIDA, IN THE HIGHWAY BUSINESS (B-2) ZONING DISTRICT (APPLICATION NO. 22-B2-133); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Application No. 22-B2-133 (the “Site Plan Application”) has been submitted to the City by Airline HWY JPMC, LLC (the “Applicant”) seeking site plan approval to demolish an existing bank building and construct a new approximately 2,988 square foot drive-thru Chick-Fil-A restaurant and related site improvements on the property located at 101 N. Federal Highway, Deerfield Beach, Florida (collectively, the “Restaurant”); and

WHEREAS, the Restaurant site is approximately 1.37 acres legally described as ATLANTIC BANK PLAT 103-21 B TRACT A, as more particularly described in the file and located at 101 N. Federal Highway, Deerfield Beach, Florida, in the B-2, Highway Business Zoning District (the “Property”); and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, 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 of this Resolution.

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 _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

July 3, 2023

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. 2023-091: APPLICATION 22-B2-133

Applicant: Airline HWY JPMC LLC, represented by Bowman Consulting

Proposal: Seeking major site plan modification to demolish an existing bank building and redevelop with a Chick-Fil-A fast food restaurant with associated drive-throughs and site improvements, on a 1.37-acre site.

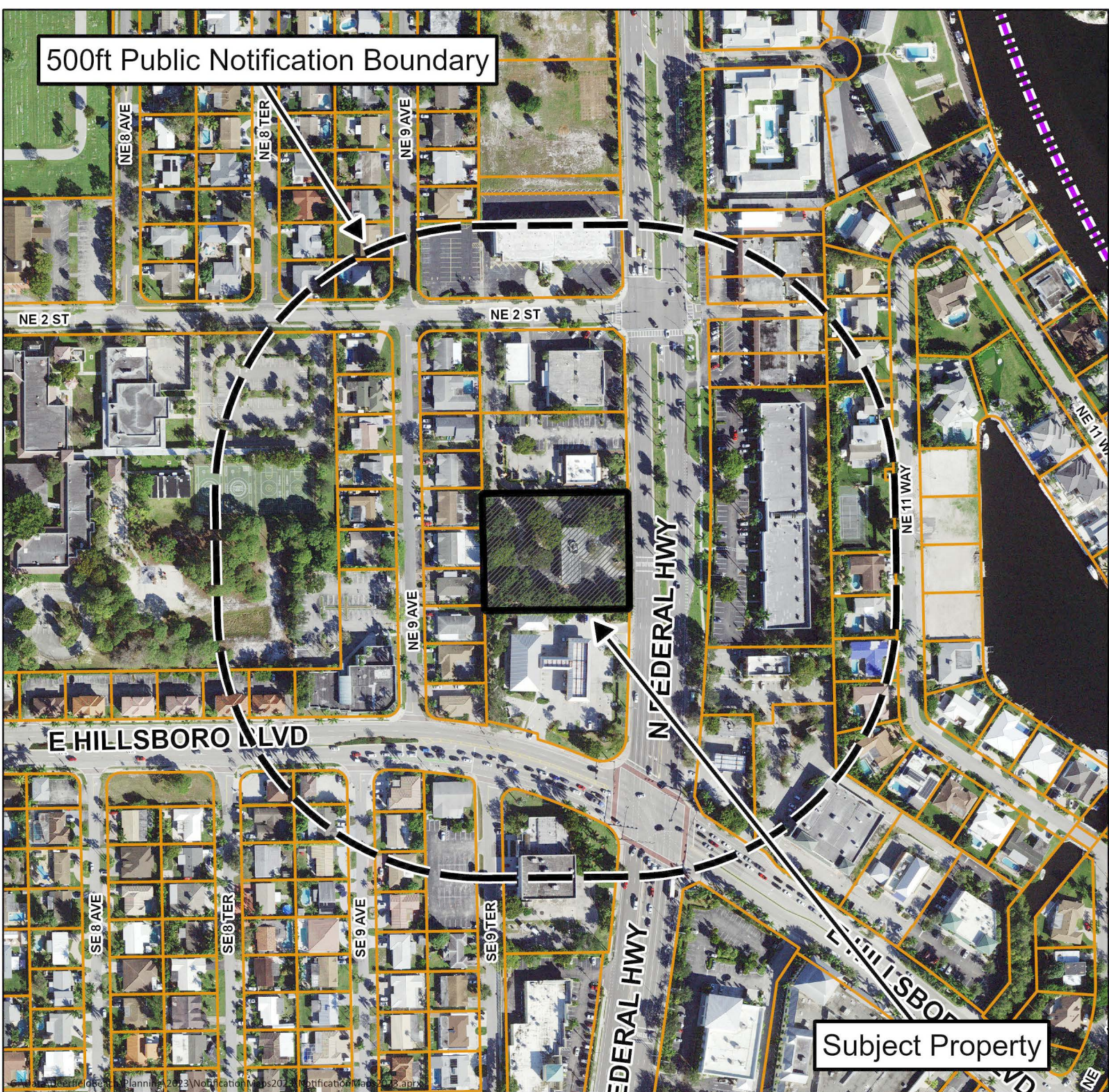
Location: The property is generally described as ATLANTIC BANK PLAT 103-21 B TRACT A, more particularly described in the file, and located at **101 N Federal Highway**.

A public hearing will be held on **TUESDAY, JULY 18, 2023 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 on July 7, 2023 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.

Heather Montemayor, CMC, City Clerk



Public Hearing Notice Map

Major Site Plan 22-B2-133

Sign Variance 782

101 N Federal Highway

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-B2-133										
Project Name:	Chick-Fil-A, Federal Highway										
Applicant:	Airline HWY JPMC LLC										
Agent:	Bowman Consulting										
Requested Action/Description:	Seeking Major Site Plan approval to demolish an existing bank building and redevelop with a Chick-Fil-A fast food restaurant with associated drive-throughs and site improvements, on a 1.37-acre site.										
Location:	101 N. Federal Highway										
Legal Description:	ATLANTIC BANK PLAT 103-21 B TRACT A, more particularly described in the file.										
Size:	1.37 acres										
Existing Zoning:	B-2, Highway Business										
Existing Land Use:	Commercial										
Future Land Use Plan Designation:	Commercial										
Surrounding Land Use and Zoning:											
	<table><thead><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr></thead><tbody><tr><td>North: Dunkin' Donuts w/ drive-through</td><td>B-2, Highway Business</td></tr><tr><td>East: Strip Center with multiple businesses</td><td>B-2, Highway Business</td></tr><tr><td>South: Convenience Store w/ Gas Pumps</td><td>B-2, Highway Business</td></tr><tr><td>West: Single and Multifamily residences</td><td>RM-10, Multifamily Residence</td></tr></tbody></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Dunkin' Donuts w/ drive-through	B-2, Highway Business	East: Strip Center with multiple businesses	B-2, Highway Business	South: Convenience Store w/ Gas Pumps	B-2, Highway Business	West: Single and Multifamily residences	RM-10, Multifamily Residence
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Dunkin' Donuts w/ drive-through	B-2, Highway Business										
East: Strip Center with multiple businesses	B-2, Highway Business										
South: Convenience Store w/ Gas Pumps	B-2, Highway Business										
West: Single and Multifamily residences	RM-10, Multifamily Residence										
Applicable Regulations:	Deerfield Beach Land Development Code										
Plat Restrictions:	None										

Department Comments & Requirements

REQUEST:

Seeking Major Site Plan approval to demolish an existing bank building and redevelop with a Chick-Fil-A fast food restaurant with associated drive-throughs and site improvements, on a 1.37-acre site.

BACKGROUND:

The Applicant, Airline HWY JPMC LLC, is seeking major site plan approval to demolish an existing 2,264 square foot bank building and redevelop the property as a single-story building with associated drive-throughs and site improvements with the building containing approximately 2,988 square feet. The building will house a drive-through only location of Chick-Fil-A with no interior seating, however an outdoor dining area will provide 16 seats.

The applicant is also seeking a sign variance (Case 782) from Section 102-8 of the Land Development Code that allows one changeable copy board per order window. The site contains three drive-through lanes and only one door for food deliveries. The applicant is requesting 2 additional changeable copy boards to accommodate all three drive-through lanes.

A noise study was conducted at the request of staff and reviewed by the City's noise consultant. The City's noise consultant agreed to the project's noise methodology and listed a number of measures to address potential impacts on the adjacent neighborhood to the west of the site. These measures included placement of trash dumpsters in a 6' high masonry enclosure, scheduling trash pick up during daylight hours, specifying roof mounted mechanical equipment with sound mitigating features, ensuring the parapet wall be a minimum of one (1) foot higher than mechanical equipment, shutting down order boards at 10:00 pm, scheduling deliveries during daylight hours, and incorporating additional thick vegetation on the west side of the property line. These physical measures have been incorporated into the site and building design, and Chick-Fil-A has stated that they will not operate past 10:00pm.

A traffic impact analysis was submitted with the site plan application and reviewed by the City's traffic consultant. Since the use is expected to generate 2,476 daily weekday trips over the course of an entire day, further analysis of the surrounding road network was required. The site contains ingress/egress points to the east onto Federal Highway and to the northwest to an alley leading northward to NE Eller Street.

The development is expected to generate 189 trips in the peak AM hour and 175 trips during the peak PM hour. Based on the study's analysis, the intersection of S. Federal Highway and E. Hillsboro Boulevard is expected to operate at LOS D for the peak AM hour and LOS E for the peak PM hour under all three scenarios studied (no build, build, build improved). These LOS levels, while deficient, were present before the addition of project generated trips, and remain at the same levels after the project would be built. In addition, a warrant analysis for a southbound, right-turn lane was conducted and the study determined that the threshold number of right turns (125 turns per hour) was not met to warrant a right-turn lane into the site.

On site circulation was also evaluated as part of the traffic impact analysis. At a comparison site, data was collected at 5-minutes intervals for the number of vehicles stacking within the drive-through lanes. Peak use of the drive-through lanes was observed during mid-day hours from 12 to 2 pm with a maximum number of 35 vehicles in line. The subject site has been designed with a 25 vehicle stacking capacity with a by-

pass lane for a total maximum stacking capacity of 31 vehicles. With 3 drive-through lanes, Chick-Fil-A proposes to take orders face to face by employees carrying tablets which will enhance efficiency for the ordering process. The study anticipates order processing times to be less than the comparison site because of this efficiency, leading to a larger volume of vehicles exiting the drive through lanes. The site's one-way counterclockwise circulation allows vehicles to loop around the site provides both fewer conflict points within the site and allows additional stacking (approximately 180 feet) in the northern drive aisle, if needed.

The site meets all setback, 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.

On June 28, 2023, the item was heard and approved by the Community Appearance Board with stipulations. Those stipulations included adding 1 window to the west elevation with a Bermuda shutter, adding 2 windows to the south elevation with Bermuda shutter, and substituting another acceptable evergreen for Dahoon hollies along the western landscape buffer. The applicant has provided updated plans to reflect these stipulations.

On July 6, 2023, the item was heard and approved by the Planning and Zoning Board.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Traffic). In addition, respective studies have been reviewed by the City's noise and traffic consultants. 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 Plan indicates drive-through restaurants to be appropriate in this land use category.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within B-2, Highway Business zoning district. The proposed use is a permitted use within the B-2, Highway Business 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;

Drive-through restaurants are a permitted use within the B-2, Highway Business zoning district. Existing business surround the proposed site on the north, east, and south. Moderately dense multi-family residences bound the site to the west.

The proposed building is consistent with other structures located within the B-2, Highway Business zoning district.

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

The proposed building meets the required setbacks for the B-2, Highway Business district. The east side of the site is considered the front of the property and requires a 25' front yard. In other regards, the proposed building meets the requirements for dimensions, height, and floor area.

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

The project demonstrates adequate parking spaces and that vehicles have adequate maneuvering room on site to exit in a forward motion. On site drive aisles accommodate vehicular drive-through and stop-in traffic by providing ingress-egress points at the northwest corner of the site and to the east along Federal Highway. Trash service will be provided through dumpsters located with an enclosure near the northwest corner of 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 was determined to be sufficient. The proposed development has been evaluated by the City's noise consultant and several requirements have been incorporated into the site and building design to minimize noise for the adjoining properties. The proposed outdoor lighting meets the code requirements for lighting.

(e) Alteration of light and air;

The proposed site will not impact light and air more than what would be allowed by the zoning regulations.

SUMMARY & REQUIREMENTS

Staff's review of application 22-B2-133 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:	Chick-Fil-A #04991 Major Site Plan	Application No.:	22-B2-133
Reviewer Name:	Chris Suneson	Project Address:	101 N Federal Hwy
Department / Division:	Planning & Zoning		
Position:	Asst Director		
Date of Review:	05/15/23		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	The Project coordinator, Chris Suneson, 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. <i>Revised 12/5/22</i>
1.a.	Acknowledged.
2.	Prior to resubmittal, contact Chris Suneson, Assistant Director at csuneson@deerfield-beach.com and Ruthie Jusino at rjusino@deerfield-beach.com to schedule a Development Review Committee (DRC) meeting. <i>Revised 4/15/23</i>
2.a.	Acknowledged.
3.	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.
3.a.	Acknowledged.
4.	Per Section 98-14(j), Expiration or extension of site plan approval. A site plan approval shall expire 18 months following the date of approval unless a building permit for a principal building as required by the Florida Building Code, has been issued to the applicant and kept in force so that work is proceeding towards a completion of the site and project in a commercially reasonable time.
4.a.	Acknowledged.

Development Plan Application Comments

5.	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 .
5.a.	Acknowledged.
6.	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.
6.a.	Acknowledged.
7.	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.
7.a.	Acknowledged.
8.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the application. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consultant fees exceed the deposit amount, additional fees may be payable by the Applicant. The current estimated amount of cost recovery fees required for the first traffic review is \$1,320.00.
8.a.	Acknowledged.
8.b.	The City has received an estimate of \$4,500 for review of the project's noise study. Please provide additional cost recovery fees in the amount of \$4,500 with the next resubmittal. In addition, additional cost recovery fees may be due to traffic review. Staff will keep the applicant's representative informed when funds on deposit have been exceeded.
8.c.	Acknowledged.
9.	Contact Broward County Resilient Environment Department, Urban Planning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPlans@broward.org for the issuance of the Transportation Concurrency Certificate and Environmental Certificate.
9.a.	Acknowledged.
10.	Electronic copy is missing site plan sheet. Per Section 98-13(b)(8), At a minimum, six hard copies (five copies with sheet format of 24 inches x 36 inches and one copy with sheet format of 11 inches x 17 inches) and two electronic copies (provided electronically and digitally signed), in which all pages are signed and sealed as well as being consistently scaled using a measurement found on a civil engineer's scale. Location plans, master plans, elevations and floor plans are exempt from this scale requirement.
10.a.	Acknowledged.

Development Plan Application Comments

11.	Per Section 98-13(b)(5), Provide disclosure affidavits for all owners and representatives acting on behalf of the application. Only one disclosure affidavit document was submitted by Andres Mizrahi. Provide executed disclosure affidavit from property owner and other authorized agents/applicants on this project.
11.a.	Acknowledged.
12.	Elevation was provided after the floor plan. 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.
12.a.	Acknowledged.
13.	A DOT Signage plan was provided within the digital set however not within the hard copy set. Similar traffic signage is illustrated on sheet C-2.0. Utilize one plan with the same symbols to demonstrate internal traffic signage into the site plan (sheet C-2.0). Detail of traffic signs shall be incorporated within a site detail sheet as part of the site plan package.
13.a.	Acknowledged.
14.	All resubmittals shall be provided with a written narrative responding to all comments.
14.a.	Acknowledged.
NEW COMMENTS 12/5/22	
15.	Instrument #79-279668 (Bk. 8439, Pg. 125) provides for a 30' reciprocal easement for a common driveway affecting the west 30' of the subject property. The instrument indicates that the parties agree that no barriers or obstructions will be placed on any part of its property which would impede or in any way obstruct free use of the easement area. Explain how placement of curbing and detention facilities will not impede access.
15.a.	Acknowledged. Easement does not affect subject parcel's improvements.
16.	Instrument #79-279668 (Bk. 8439, Pg. 125) indicates that "each party will not allow any vehicle to park, stand, or stack within the easement area." Explain how vehicles accessing the site from the alley leading to Eller will not stack in the easement area.
16.a.	Comment partially addressed. While the easement does not affect the subject parcel, the applicant will be using the alley and the easement around it to provide access to the site. Explain how vehicles will not stack in the easement area.
16.b.	Comment acknowledged. Refer to project narrative and traffic study.
17.	Instrument #79-279668 (Bk. 8439, Pg. 125) indicates that "no party shall have the right to change, alter, or modify the common driveway on the easement area without the written consent of all the parties." Since alterations are contemplated on the site within the easement area, provide written consent from other parties for such alterations.
17.a.	Comment acknowledged. No site improvements are contemplated within the easement area, north of the subject parcel.
18.	City's traffic consultant is completing review and additional traffic related comments will be forthcoming.
18.a.	Please provide written responses to any outstanding traffic related comments in future resubmissions.

Development Plan Application Comments

18.b.	Acknowledged.
NEW COMMENT 2/14/23	
19.	Per Section 98-13(b)(4), The initial site plan application fee includes the first review plus two resubmittals. Any resubmittals after the 3 rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter. Provide \$630 review fee when submitting next application submittal.
19.a.	Acknowledged.
19.b.	Provide \$630 review fee when resubmitting next application package.
19.c.	Comment acknowledged.

B.

PROJECT NARRATIVE:	
1.	Per Section 98-13(b)(2), Provide a written project narrative, explaining at a minimum, hours of operation, number of employees (as applicable), and other relevant information as pertinent to the proposed scope of work.
1.a.	Comment addressed.
NEW COMMENTS 12/5/22	
2.	Narrative indicates drive thru stack is 25 cars with a maximum of 31 cars if needed. Traffic Study indicates drive thru stack is 23 cars with a max of 29 cars if needed. Which is correct?
2.a.	Comment addressed.
3.	Under access management, revise narrative to indicate reciprocal access easement record at Book 8439 Page 125 requires that no barriers or obstructions be erected in the access easement.
3.a.	Comment not addressed. Narrative has not been revised to acknowledge the access easement providing ingress/egress at the northwest corner of the property.
3.b.	Comment addressed.
NEW COMMENT 2/14/23	
4.	Revise narrative to include updated site plan with one-way circulation.
4.a.	Comment addressed.
5.	Update narrative to include FDOT approval for access management.
5.a.	Comment addressed.
6.	Include discussion section in the narrative regarding one-way circulation and how it reduces conflicts for vehicles.
6.a.	Comment addressed.

C.

COVERPAGE:	
1.	Per Section 98-13(8)(a)(3), Provide a location map showing adjacent land use and zoning and all curbs and median cuts within 300 feet.
1.a.	Comment partially addressed. Blow up location map to a scale where adjacent land use and zoning can be shown accurately.
1.b.	Comment partially addressed. Map is beyond 300', does not show land use, and does not show all curb and median cuts.

Development Plan Application Comments

1.c.	Comment addressed.
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D. SURVEY:

1.	Remove aerial photography from page 2 of 2.
1.a.	Comment addressed.
NEW COMMENT 12/5/22	
2.	Label all easements with Book and Page numbers.
2.a.	Comment not addressed. Survey shows 30' ingress/egress easement (tied to note 10 on the ALTA title commitment) on the subject parcel. Label with Book and Page numbers.
2.b.	Comment not addressed. Per applicant response to A.15, the easement recorded at Book 8439, Page 125 does not affect the subject parcel. However, the 30' ingress/egress easement continues to be shown on the west 30' of the subject parcel. Update survey, site plan, and landscape plan.
2.c.	Comment addressed.

E. SITE PLAN:

1.	Per Section 98-13(8)(c)(16), The site data table is missing the following information: • Maximum height of all buildings • Floor area ratio (FAR) • Gross and net acreage of total site • Lot coverage • Total percentage of landscaped open space • Total landscape (pervious) and impervious area • Square footage of restaurant, canopies, overhang • Total number of access parking spaces including compact spaces Square footage of the restaurant on the chart is not consistent with the square footage on the site plan. Break down the square footage of the restaurant, the two canopies, overhangs and then combine all together for a total square footage proposed. Ensure consistency between site plan, site data table, floor plan, cover page and project narrative. Note: Per Section 98-3, <i>Lot coverage</i> is defined as “the area of the lot expressed as a percentage of the total lot area covered by the ground floor of all principal and accessory uses and structures including all areas covered by the roof of such uses and structures measured along the exterior faces of the walls or along the foundation wall line or between the exterior faces of supporting columns or from the centerline of walls separating two buildings or as a combination of the foregoing whichever produces the greatest total ground coverage for such uses and structures.”
1.a.	Comment partially addressed. Provide area breakdowns for restaurant (including roof overhang), drive thru canopies, and door/window awnings. Provide total area of all components and express as a percentage in the site data table.
1.b.	Comment partially addressed. Lot coverage calculation is incorrect. Including area from the building, roof overhang, meal delivery canopy, and order point canopy equates to 7,834 SF. Update.

Development Plan Application Comments

1.c.	Comment addressed.
2.	Per Section 98-13(8)(c)(7), Provide existing and proposed light pole locations.
2.a.	Comment not addressed. Provide light pole locations on the site plan.
2.b.	Comment addressed.
3.	Per Section 98-13(8)(c)(13), Provide the location of all existing and proposed fire hydrants.
3.a.	Comment addressed.
4.	Provide the side setback measured from the property line to the canopy. Provide the dimensions for both canopies. Ensure the square footage of the canopies are included in the site data chart. Provide detail of the canopies, color and material on separate detail sheet.
4.a.	Comment partially addressed. Accessory structures (southern canopy) must adhere to 10' side setback. Current dimension for canopy to property line is 9.7'.
4.b.	Comment addressed.
5.	Per Section 98-77(3), Where any non-residential use directly abuts a residential zone, it shall be screened from the adjoining residential zone or use by a solid, concrete block wall at least six feet but not more than eight feet in height. Said wall shall be located completely within the limits of the nonresidential lot and shall have equal architectural treatment on both sides with the final product to be painted stucco and finished the same as the principal building on the site. Per staff on site visit, portion of the wall is not maintained and in disrepair. Provide detail of the wall on the site detail sheet, demonstrating construction material, color, dimensions, and height in compliance with this section.
5.a.	Comment addressed.
6.	Provide details of the bollards, flag pole, bike racks and parking spaces on a site detail sheet as part of the site plan set.
6.a.	Comment partially addressed. On Sheet C2.2, remove bollard detail and provide parking space detail. Flagpole heights conflict on C2.0 (Note 22) and Signage 2 of 2. Since building height is 30'-2.5", flagpole may be as high.
6.b.	Comment addressed.
7.	Provide detail of patio furniture.
7.a.	Comment addressed.
8.	No striping of curbside delivery parking.
8.a.	Comment acknowledged.
9.	Per Section 98-13(8)(c)(14), Provide the location of freestanding signs with setback measurements.
9.a.	Comment addressed.
10.	Provide detail of monument sign on detail sheet. Per section 102-8, Only one changeable copy board shall be permitted, per order window.
10.a.	Comment acknowledged. Applicant has filed for variance for two additional order boards.
11.	Clearly show the sidewalk and structures in between the property line and Federal Highway.
11.a.	Comment addressed.
12.	Remove notes on site plan that do not pertain to the scope of work. i.e. asphalt drive or "not being used".
12.a.	Comment partially addressed. Remove notes 6C, 6E, 6F, 6G, 6H unless otherwise used.
12.b.	Comment addressed.

Development Plan Application Comments

13.	Per Section 98-88(e), Minimum width of an aisle designed and intended for maneuvering of an automobile into a parking space, shall be in conformance with Schedule C. Per schedule C, standard spaces at 90-degree angle measured from curb to curb shall be a total width of 25 feet. Multiple areas on the site plan measure at 24 feet. Revise plan accordingly.
13.a.	Comment addressed.
14.	Per Section 98-88(n), Standard and compact parking spaces shall meet the requirements of Schedule C for size and configuration. One space next to the ADA space appears to not meet the minimum standards parking space. Provide dimensions.
14.a.	Comment addressed.
15.	Per Section 98-88(f), Each parking space required and provided pursuant to the provisions of this article shall be distinguished and separated from adjoining parking spaces by means of three-inch painted stripes. It shall be the responsibility and obligation of the owner or operator of any building, structure or use affected by this article to maintain such identification markings so that parking spaces at all times are distinguishable from one another. Add to site note #5 the standard spaces will be 3 inch painted stripes.
15.a.	Comment addressed.
16.	Per Section 98-88(g), number of parking spaces required in accordance with the requirements of this section and schedule B. Clearly demonstrate on the floor plan the “customer service area” with dimensions and the total square footage. Provide parking calculation of CSA and office. When units or measurements determining number of required off-street parking spaces result in requirement of a fractional space, any such fraction equal to or greater than one-half shall require a full off-street parking space. (50) Restaurants, eat-in or take-out—One space for each 50 square feet of indoor/outdoor customer service area plus one space for each 400 square feet, or fraction thereof, remaining gross floor area. (41) Offices, office buildings—One space for each 250 square feet, of gross floor area. Note: Per Section 98-3, <i>Customer Service Area (CSA)</i> is defined as “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.”
16.a.	Comment partially addressed. Exclude bathrooms (~146.93 sq. ft.) from Customer Service Area calculations. There is a conflict between the customer service area depicted on Sheet C2.0 Site Plan (~22’x30’ = 660 sq. ft.) and Sheet A101 Floor Plan (33’-6”x27’-5” = 921.25 sq. ft.). Which is correct? Final areas may affect parking calculations.
16.b.	CSA area show as 891 SF in parking calculations. Corrected 672 SF of CSA yields 14 required parking spaces. Update parking calculations.
16.c.	Comment partially addressed. Total Parking Provided is shown at 30 spaces in the Parking Calculation Table. Site count of parking is 34. Update.
16.d.	Comment addressed.

Development Plan Application Comments

17.	Per Section 98-88(j)(1), In all instances, either wheel stops or extruded curbing shall be required. In the event extruded curbing is utilized, the landscaped area shall be increased in width by 30 inches (60 inches for head to head spaces). Parking spaces dedicated for curbside delivery, standard spaces and handicap spaces do not demonstrate concrete wheel stops. Revise plan accordingly.
17.a.	Comment partially addressed. Location of parking bumpers in spaces adjacent to building and outdoor seating appear to conflict with ADA signage and pedestrian circulation. Relocate a minimum of 18" away from face of curb and provide dimension.
17.b.	Comment partially addressed. Update parking detail on Sheet C2.2 to show location of parking bumper.
17.c.	Comment addressed.
18.	The existing entrance and exit from Federal Highway are not suitable for the business operations of the drive through restaurant. Several points of conflict can be minimized by merging the entrance/exit into one drive aisle. DRC comments will be further discussed at a DRC meeting.
18.a.	Response not acceptable. FDOT design standards and driveway approval (checking for throat length and curb curvature) are not acceptable standards for the proposed use and internal site circulation. Please review Land Development Code Sections 98-17(2), 98-17(3), and 98-17(15)(d). Traffic study and existing ingress/egress conditions impact the existing roadway network(s) and applicant is required to adjust their site plan to ensure safe and efficient traffic circulation both on and off site.
18.b.	Comment partially acknowledged. Staff continues to have concerns regarding the entrance from Federal Highway, the limited stacking distance entering the site, and driver reaction time to make a right turn from the entry to enter the lane leading to the drive thru lanes. The proposed striping on the south side of the entry drive that extends the island should be constructed of curb and gutter rather than striping. In addition, the north side of the entry drive should show a larger curb radius to make it easier for a "forced" right turn. The proposed shift to one-way drives in this resubmittal goes some distance to reducing driver conflicts. However, the drive aisles continue to be as wide as necessary to accommodate two-way traffic. As such, adjust all parking fields to 45 degree parking to reduce the need for such wide drive aisles. In addition, the parking field and drive aisle on the immediate north side of the building continue to align to with entry drive. Please ensure that there is a north-south offset between the drive aisle and the entry drive so that drivers leaving this parking field are forced to turn right (south).
18.c.	Comments above to be discussed at a DRC meeting.
19.	Vehicle entrance from Eller Street and exiting on Eller Street will be in conflict with potential drive thru lane backed up creating internal circulation issues. Alternate design to allow vehicle circulation to enter and exit to Eller Street should be analyzed. DRC comments will be further discussed at a DRC meeting.

Development Plan Application Comments

19.a.	Please see comment A.16 regarding stacking in the alley. Traffic study solution for alternate design (employees directing traffic to parking on the north side of the building) is not acceptable. Applicant should propose physical improvements to be discussed at a future DRC meeting.
20.	Pavement markings for the drive-thru should be shifted down to align with the commencement of the lanes and not within the drive aisle.
20.a.	Comment addressed.
21.	Demonstrate directional/wayfinding sign locations. Provide detail of way finding signs. An enter/exit sign to the site from Federal Highway should be considered.
21.a.	Comment addressed.
22.	Due to the multiple lanes and stacking of drive through proposed closer to residential properties, a noise study will be required. Submit methodology prior to the noise report. Per Section 98-19, On-site traffic circulation improvements shall provide safe and efficient vehicular movement, pedestrian safety, and adequate access for service and emergency vehicles, and shall not cause traffic to create negative impacts on adjacent residential neighborhoods, by virtue of traffic, noise, or unsightly conditions affecting such neighborhoods.
22.a.	City staff is in the process of obtaining a noise consultant and will contact the Engineer of Record to coordinate methodology when available.
22.b.	City staff has obtained a noise consultant and will provide comments separately that should be addressed in the next submittal for the project. Please see comment A.8.b. regarding cost recovery fees.
22.c.	Comment addressed.
NEW COMMENTS 12/5/22	
23.	Graphically display required building setbacks on Sheet C2.0 Site Plan.
23.a.	Comment partially addressed. Label setbacks and provide line type in Legend.
23.b.	Comment addressed.
24.	Per Section 98-73(4), accessory structures shall be located no closer than 10' to any side or rear property line. Dumpster enclosure is located approximately 5' from northern property line.
24.a.	Comment addressed.
NEW COMMENT 02/14/23	
25.	Switch concrete apron in front of dumpster to asphalt.
25.a.	Comment addressed. Entire site will be concrete rather than asphalt.
NEW COMMENT 04/15/23	
26.	Scale back expansion/control joints in drive thru to grayscale of concrete hatch.
26.a.	Comment addressed.
27.	Provide location of proposed roof mounted mechanical equipment.
27.a.	Comment addressed.
28.	Provide notation on site plan (not numbered) that western wall will be raised to 6'-0" in height, as indicated in architectural plans.
28.a.	Comment addressed.

F.

ELEVATIONS:

1.	Per Section 98-13(8)(d)(1), Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including color, surface materials and texture. Provide detail of shutters including color, surface materials, and texture. Review of Chapter 78-7(b), Building Design Standards should be reviewed to ensure all criteria have been met. (i.e minimum of two building materials and colors, transparent features, way finding signs etc.
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Development Plan Application Comments

1.a.	Comment partially addressed. See new comments below.
1.b.	Comment partially addressed. All elevations demonstrate only lap siding material. Add at least one additional material to building façade.
1.c.	Comment addressed.
2.	Per Section 98-13(8)(d)(2), Provide the general location of building wall signs and conceptual monument sign. No monument sign detail provided. Provide conceptual monument sign part of the site detail sheet with dimensions. The maximum size allowed for the freestanding sign varies in relation to the setback. Remove signage off the building elevations and only indicate the general location of the building signs. Provide a note on the elevation plan stating that all signs require a separate building permit. Note: Any sign variance proposed for this project will be required to be submitted at this time.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(d)(4), Show the height of all buildings, overhangs, and canopies. Must provide a minimum 14 foot height for fire access. Note: Section 98-3, <i>Building height</i> is defined as “the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.”
3.a.	Comment partially addressed. Drive thru canopies shown a 9'-8".
3.b.	Comment addressed. Canopies do not need to be 14' high because they will not be part of fire access and circulation through the site.
NEW COMMENTS 12/5/22	
4.	Per Section 78-7(b)(7) provide more differentiated color palette. Primary and secondary colors are too similar. Provide more differentiation in accent color for window frames, awnings, sunshades.
4.a.	Comment partially addressed. “Iron ore” and “charcoal grey” colors appear to be the same in the elevations and rendering. It is suggested that an accent color be applied to the banding just below the roof where building brackets are located.
4.b.	Comment addressed.
5.	Per Section 78-7(b)(8) provide transparent features in building elevations.
5.a.	Addressed.
6.	Based on the Exterior Finishes legend, colors seem to be different. For example, “Berridge Cityscape” is different for EC-1 and SS-1. “Mineral Deposit” is different for PT-113 and SD-2.
6.a.	Comment addressed.
7.	In all elevations, delineate the color and material selections based on the Exterior Finishes legend (i.e., SD-1, SD-2, etc.).
7.a.	Comment addressed.
8.	Why do all elevations indicate the “Water Table” at 2'-9"? Remove.
8.a.	Comment partially acknowledged. “Paint line” on north elevation is shown at 3'-0".
8.b.	Comment addressed.
9.	In the north and east elevations, show the proposed signage area as the same color as the adjacent lap siding, and adjust point size of line type to make it readable.
9.a.	Comment addressed.
NEW COMMENT 02/14/23	
10.	Roof color is too dark and a lighter color is suggested.

Development Plan Application Comments

10.a.	Comment addressed.
NEW COMMENT 04/15/23	
11.	Provide location and height of proposed mechanical equipment behind parapet/mansard roof.
11.a.	Comment addressed.
12.	Confirm construction of dumpster enclosure. Provide enclosure wall section on Sheet A101.
12.a.	Comment addressed.

G. FLOOR PLANS:

1.	Per Section 98-13(8)(e)(1), Show the complete dimension of each room and the entire restaurant. Provide detail of the outdoor eating area with dimensions including between chairs.
1.a.	Comment partially addressed. Dimension each room of the entire building on Sheet A101.
1.b.	Comment addressed.
2.	Floor plan orientation should be same as the site plan. Revise orientation of floor plan for the directional arrow to truly point north.
2.a.	Comment partially addressed. North arrow points south on Sheet A101.
2.b.	Comment addressed.
NEW COMMENTS 12/5/22	
3.	Graphic scale indicates 1/8" = 1'-0". Outdoor seating/walk up area appears to measure 44'x61' @ 1/8", far larger than that depicted on Sheet C2.0 Site Plan. Dimensions provided do not match scale. Provide accurate CSA areas, and remove bathrooms from CSA on Sheet A101.
3.a.	Comment addressed.

H. PHOTOMETRIC PLAN:

1.	Per Section 98-13(8)(h)(1), Provide a plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking. Plan does not demonstrate the canopy on the south elevation consistent with the site plan.
1.a.	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. Details can be provided on an elevation details sheet or separate photometric sheet.
2.a.	Comment partially addressed. Provide details for fixtures OD1, OD2, and OD3 on Sheet E101.
2.b.	Comment addressed.
3.	Remove engineering details off the photometric plan.
3.a.	Comment addressed.

Development Plan Application Comments

	Per Section 98-19(29), No lighting shall be directed from a commercial or industrial use in a manner which illuminates adjacent residential property and no source of incandescent or mercury vapor illumination shall be directly visible from any abutting residential property. No neon lights inside or outside structures shall be visible from any abutting residential property. a. <i>Glare.</i> Any nonresidential operation or activity producing glare shall be conducted so that direct or indirect illumination or light shall not cause illumination in excess of 1.0 footcandles on any abutting residential property. b. <i>Control of effects of lights from automobiles or other sources.</i> Where the site plan indicates potential adverse effects of parking or of other sources on the lot on which the nonresidential use is to be located, such effects shall be eliminated or at a minimum prevented so that lights do not illuminate adjacent residential property below a height of five feet at the residential lot line or from shining into any residential windows if there is to be nonresidential parking on the premises after dark.
4.	The photometric plan depicts along and abutting the property line to the rear with lighting at 2.7 foot-candles. Revise plan to eliminate lighting abutting the property line to meet to be less than 1.0 foot-candle.
4.a.	Comment addressed.
5.	Per Section 98-88(5), In order to minimize offensiveness to persons or neighboring property and to eliminate distractions to and temporary blinding of drivers of vehicles passing illuminated property, in addition to the lighting standard established herein, all artificial parking lot lighting shall either be shaded or screened in a manner that will limit spillover of lighting onto adjacent property and rights-of-way. Spillover shall not exceed three foot-candles vertical and shall not exceed one foot-candle horizontal illumination on adjacent properties or structures measured at grade. Provide details of the proposed lighting fixtures and shield to minimize spill over to the residential properties to the west.
5.a.	Comment partially addressed. Provide details for fixtures OD1, OD2, and OD3 on Sheet E101.
5.b.	Comment addressed.

I.

ADDITIONAL COMMENTS:	
1.	Provide demolition plan.
1.a.	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Chick-fil-A	Application No.:	
Reviewer Name:	Bryan Kelley, P.E.	Project Address:	101 North Federal Hwy
Department/Division:	Traffic		
Position:			
Date of Review:	4/14/2023		
Submittal No.:	4		

A. TRAFFIC STUDY:

1.	There is a typo in Appendix C in the CFA Trip Generation Calculations and Data Summary Table. The PM peak hour trips should be 219 and not 343. Note this is just a typo and does not seem to impact any of the calculations or analysis. Applicant Response: Typo has been fixed. See updated Traffic Impact Study Appendix C. Satisfied.
2.	There are still concerns regarding site circulation, conflicts, and safety that have not been addressed. Applicant Response: The site circulation has been modified from a two-way to a one-way circulation, allowing vehicles to loop around the site, this is expected to reduce the conflict points inside the development. The revised site also provides striping on the northern driveway to restrict the subsequent internal movement to a single path (right-turn only), improving the previous design which allowed three possible movements. As a result, the decision-making time of the drivers is expected to decrease, making the entrance of vehicles more fluent. Please see updated Traffic Impact Analysis Section 11. Stacking and Internal Circulation Analysis. Satisfied.
3.	Is the Contingency Queuing Plan a feasible operational alternative considering it doesn't seem to occur at other Chick-fil-a locations? Applicant Response: Response: The drive-thru has been improved from 29 to 31 peak car stack (considering the required 20ft/vehicle). Although the maximum number of vehicles observed on the existing site is greater than the proposed drive-thru stack, it should be noted the existing site has full operation which involves drive-thru, pick up, and indoor sitting. In contrast, the CFA on S Federal Hwy is proposed as a drive-thru and pickup only location with no indoor seating. The site is also equipped with an enlarged kitchen and three separated ordering points. As there are no walk-in patrons to attend, this location is expected to be optimized to serve drive-thru vehicles faster than the existing (surveyed) facility, therefore, the proposed site is projected to have shorter ordering and processing times; as a result, the number of vehicles in the drive- thru stack is expected to be less than the observed on the

Development Plan Application Comments

	existing site. With this, the proposed drive-thru stack is not expected to be exceeded. As a contingency plan, the report proposes the vehicles to loop around the site and stack internally if the anticipated number of vehicles in stack is ever exceeded. This response has also been included in Section 11 of the updated report. Satisfied.
4.	Among other concerns, if the queueing extends past the drive through line, it would block vehicles from exiting out onto the alley which would further exasperate the vehicular queue. Applicant Response: A "Do Not Block" intersection marking (cross hatch) is proposed at the Drive-Thru entrance. Satisfied.

B.

SITE PLAN:	
1.	There are still concerns regarding site access, internal circulation, and safety at the driveway connection to US-1. The safety concerns are primarily focused on the short driveway length and internal conflicts in close proximity to US-1. The access and circulation seem problematic based on the current driveway location. A driveway relocated to the north would potential alleviate some of this concern by reducing conflicts. Response: Internal circulation and driveway location were discussed during the DRC meeting held on March 9 th , 2023. To address these concerns, the site has been modified by re- dimensioning the parking stalls located on the north side of the building, this reduction has allowed the southern drive-aisle to be re-aligned. Please see revised site plan. Satisfied.

Joe Cuschieri, P. E. , Ph. D
Acoustics and Vibration Consultant

Noise Control Services
2398 NW 38th Street
Boca Raton, Florida, 33431
TEL: 561 289 7091
FAX: 561 852 1784
Email: joe@cuschieri.us

May 17, 2023

Mr. Christopher Suneson, AICP
Assistant Director of Planning and Development Services
150 NE 2nd Avenue
Deerfield Beach, FL 33441.

Re: Proposed Chick-fil-A Restaurant,
101 North Federal Highway, Deerfield Beach, Florida.

Dear Mr. Suneson:

I reviewed the comments provided by Mr. Paul Mangelsdorf to Ms. Jenny Baez of May 10, 2023, regarding the proposed conditions. Below is the review of the comments.

PROPOSED CONDITION 1:

The trash dumpsters are placed within a six feet high masonry (concrete block) enclosure.

Response by Mr. Paul Mangelsdorf:

We understand the dumpster enclosure is shown as concrete block and is 8'-8" tall.

Review:

Condition and Response are in agreement.

PROPOSED CONDITION 2:

Use of trash dumpsters and trash collection limited to daytime hours.

Response by Mr. Paul Mangelsdorf:

We understand trash pickup has been scheduled for daytime hours.

Review:

Condition and Response are in agreement.

PROPOSED CONDITION 3:

All mechanical equipment – HVAC, exhaust systems, and other equipment – will include sound mitigation features, vibration isolation for motors and compressors, sound absorption lining and acoustic blankets.

Response by Mr. Paul Mangelsdorf:

We understand that all HVAC equipment will be specified with vibration isolated and sound mitigation features as the design progresses.

Review:

Condition and Response are in agreement.

PROPOSED CONDITION 4:

The mechanical equipment on the roof is surrounded by a parapet which is higher than any of the installed equipment by at least one foot.

Response by Mr. Paul Mangelsdorf:

We understand a parapet wall that is at least 1-foot taller than the rooftop equipment will be included as the building design progresses.

Review:

Condition and Response are in agreement.

PROPOSED CONDITION 5:

The order board closest to the residential properties is not used after 9:00pm.

Response by Mr. Paul Mangelsdorf:

All order boards will be shut off at 10pm. The noise level from the order boards may only approach the noise ordinance limit if all three are generating noise simultaneously, a situation that Mr. Cushieri notes is unlikely (see April 12th, 2023 letter, page 2 paragraph 3). Additionally, the order boards use an automatic volume control feature which, based on our previous calculations, will limit the noise level at the property line to below the ambient noise level.

Review:

Condition and Response are in partial agreement, with the order boards shut down at 10:00 pm instead of 9:00 pm. The 9:00 pm was selected based on the current Deerfield Beach Noise Ordinance. Since most definitions of daytime hours are up to 10:00 pm, shutting down the order boards at 10:00 pm would be acceptable and the condition emended to reflect the adjusted time.

PROPOSED CONDITION 6:

Deliveries are limited to daytime hours.

Response by Mr. Paul Mangelsdorf:

We understand deliveries cannot be scheduled during daytime hours for this franchise. As noted in our study, it is likely that other adjacent businesses also receive deliveries at night, and we understand the deliveries will be made using hand carts, not a forklift or other noisy machinery.

Review:

The fact that other establishments in the area may have deliveries at night is not a justification.

The condition can be amended that for nighttime deliveries, delivery trucks cannot use mechanical equipment – forklifts and other noisy equipment – to unload the deliveries and that delivery trucks cannot have their engine idling while the deliveries are being unloaded.

PROPOSED CONDITION 7:

The west side of the proposed Chick-fil-A Restaurant site, adjacent to the residential properties includes thick vegetation to break the direct line of [sight].

Response by Mr. Paul Mangelsdorf:

While vegetation provides minimal sound attenuation at distances of less than 100ft (Architectural Acoustics by David Egan, page 263, "Attenuation from Vegetation",) we

understand additional plantings have been incorporated along the west side of the property.

Review:

Indeed, as noted in the report of April 12, vegetation is to not act as a noise barrier, but as a visual barrier. The condition and Response are in agreement.

Please do not hesitate to contact me if you have additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Cuschieri', with a stylized, cursive script.

Joe Cuschieri, P.E. Ph.D.
Acoustical Consultant



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Chick-Fil-A #4991	Application No.:	22-B2-133
Reviewer Name:	Harold Hoyte	Project Address:	101 N Federal Highway
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	5/17/23		
Submittal No.:	5		

A. LANDSCAPING PLAN:	
1.	Per Section 98-81 (h)(2)-mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Tree Preservation Fund. Communicate on the planting plans which mitigation option is going to be utilized. Mitigation is to be 1.5 times canopy per section 98-81 (h)2 (e). Appraisals are required for specimen trees (18 inches in good condition); Note, required existing or proposed trees cannot be used toward meeting this requirement.
1.a	Comment not addressed. Add appraisals for trees which are 18 inches and good condition. Several trees shown as fair show no major defects. Revise condition using 9 th Edition Guide to Tree Appraisal, trunk formula method. Show percentage for condition rating on disposition plan.
1.b	Comment not addressed. Add note stating amount of funds allocated to the Tree Preservation Fund.
1. c	Comment addressed 4/14/23. Will pay \$30,500 to Tree Preservation Fund.
2.	On Tree Disposition plan specify palm by Greywood (Clearwood) not CT (Clear Trunk) Note, only trees and palms meeting Section 98-80 (k) (11) will be counted toward landscape requirements.
2.a	Comment addressed 11/18/22.
3.	Per Section 98-80 (i), add sight triangles on the property. Remove hedges over 30 inches and multi-trunk trees or palms shown within the sight triangles.
3.a	Comment not addressed. Ixora matures to height above 30 inches replace is a smaller maturing height species.
3.b	Comment addressed 2/10/23.
4.	Per Section 98-80 (e)(12), shown lighting pole offset on the plan and relocate proposed trees and palms outside this zone.
4.a	Comment addressed 11/18/22.
5.	Reduce proposed palms, per Section 98-80 (k)(1).
5.a	Comment addressed 11/18/22.

Development Plan Application Comments

6.	Show location and real canopy of trees on adjacent property. Adjust location or species accordingly.
6.a	Comment addressed 11/18/22.
7.	Dumpster screening hedge is to be 36 inches tall at time of planting and shall be on 3 sides. Show hedge and revise specification accordingly.
7.a	Comment addressed 11/18/22.
8.	Per Section 98-80 (k) (1) add 3 more flowering trees, 8 required, only 5 provided.
8.a	Comment addressed 11/18/22.
9.	Specify palms in graywood
9.a	Comment addressed 11/18/22.
10.	Continuous screening is required around property
10.a	Comment addressed 11/18/22.
11.	Layer hedge material along the Arbor street (Federal Highway)
11.a	Comment addressed 11/18/22.
12.	Add another layer of groundcover plant material around the sign.
12.a	Comment addressed 11/18/22.
13.	Show height and spread and on-center spacing on all shrubs and groundcover.
13.a	Comment not addressed. Decrease spacing or increase size for shrubs and groundcovers to satisfy intent of 98-80 (i)(14)
13.b	Reduce on-center spacing, thereby increasing quantities. Note, a 6-inch maximum difference between on-center spacing and plant spread, Cocoplum and Clusia are the exception.
13. c	Comment not addressed. Change spacing on Pink Muhly Grass to 24 inches on-center.
13.d	Comment addressed 5/17/23
	<u>NEW COMMENT: 4/14/23</u>
14.	Based on a comment by the noise consultant, the West landscape buffer is to be taller, dense, evergreen, and layered. For example, the west buffer shall have a taller hedge of 6 feet tall, stepped down by a 4-foot hedge and a 2-foot tall groundcover/ shrub; Clusia, Podocarpus, and Green Island Ficus respectively. The trees can be Oaks staggered with a tight group of three-five Dahoon Hollies. Flowering trees, for example, Crape and Magnolias are not recommended in this zone.
14.a	Comment addressed 5/17/23

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	CHICK-FIL-A	Application No.:	22-B2-133
Reviewer Name:	CAPT MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	05/04/23		
Submittal No.:	5		

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 7 TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018.
1a	ADDRESSED

B. SITE PLAN:

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



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Chick-Fil-A #04991, Federal Hwy. Major Site Plan	Application No:	22-B2-133 (Formerly 280-HB-54)
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	05/10/2023		
Submittal No:	Submittal 5		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 101 N Federal Hwy. Deerfield Beach FL 33441, 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. The site will be served by a Front Loader Truck type. The dumpsters will need to have wheels and a capacity of no more than 4 cubic yards.
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DEVELOPMENT REVIEW COMMITTEE

Project Name:	Ckick-Fil-A Major Site Plan	Application No.:	22-B2-133
Reviewer Name:	Alfonso Orellana, CFM		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	05-15-2023		
Submittal No.:	5		

A. CONCEPTUAL ENGINEERING COMMENTS:

1.	Provide R5-1 (Do Not Enter) signs at one-way drive isles on-site intersections in accordance with the most recent MUTCD manual edition.
1.a	COMMENT ADDRESSED
2.	Provide details for the construction of ADA accessible parking in conformance with the FDOT Standard Plans for FY 2022-2023 Index 711-001 Page 11 of 13.
2.a	COMMENT ADDRESSED



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Ckick-Fil-A Major Site Plan	Application No.:	22-B2-133
Reviewer Name:	Alfonso Orellana, CFM		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	05-115-2023		
Submittal No.:	5		

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1.a	COMMENT ADDRESSED
2.	Provide details for the construction of ADA accessible parking in conformance with the FDOT Standard Plans for FY 2022-2023 Index 711-001 Page 11 of 13.
2.a	COMMENT ADDRESSED

B. ADVISORY COMMENTS:

1.	Please note that comments provided are based on the Conceptual Engineering Plans provided and as such is a preliminary review and additional comments may be provided and/or required upon review of any revised plans submitted at time of Engineering Permit application.
1.a	COMMENT ACKNOWLEDGED.
2.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD
2.a	COMMENT ACKNOWLEDGED.

Conceptual Engineering Comments

3.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
3.a	COMMENT ACKNOWLEDGED.
4.	Please be advised that for this project to receive final sign-off by the Engineering Division all required water and sewer connection fees must have been paid. Fees are based on City of Deerfield Beach Code of Ordinances Sec. 70-132 for water and Sec. 70-75 for sewer.
4.a	COMMENT ACKNOWLEDGED.

Conceptual Engineering Comments

5.	Construction documents submitted at the time of Engineering Permit Application must include, not limited to, the following pages as applicable to the type of construction: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Plans and City of Deerfield Beach Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition, Broward County Traffic Engineering Division or FDOT Standards as applicable If water and sewer demands will increase as a result of the proposed improvements, please, provide calculations for utility capacity evaluation. Provide Utility Easements vacation requests as needed and for new Utility Easements provide sketch and legal description documents for review. Please be advised that this project is required to receive sign-off by the Engineering Department for water connection fees per City of Deerfield Beach Code of Ordinances Sec. 70-132 and for sewer connection fees per City of Deerfield Beach Code of Ordinances Sec. 70-75 prior to issuance of a Certificate of Occupancy. Sidewalk Ramp Detail to match FDOT Index 522-002 and driveway connection shall be in accordance with FDOT Index 515 Handicap parking stall shall be in accordance with F.A.C. 553.5041 Provide copy of permits from all applicable agencies having jurisdiction (AHJ) including an approved Broward County Surface Water Management License and SFWMD Environmental Resources Permit.
5.a	COMMENT ACKNOWLEDGED.

Joe Cuschieri, P. E. , Ph. D
Acoustics and Vibration Consultant

Noise Control Services
2398 NW 38th Street
Boca Raton, Florida, 33431
TEL: 561 289 7091
FAX: 561 852 1784
Email: joe@cuschieri.us

May 17, 2023

Mr. Christopher Suneson, AICP
Assistant Director of Planning and Development Services
150 NE 2nd Avenue
Deerfield Beach, FL 33441.

Re: Proposed Chick-fil-A Restaurant,
101 North Federal Highway, Deerfield Beach, Florida.

Dear Mr. Suneson:

I reviewed the comments provided by Mr. Paul Mangelsdorf to Ms. Jenny Baez of May 10, 2023, regarding the proposed conditions. Below is the review of the comments.

PROPOSED CONDITION 1:

The trash dumpsters are placed within a six feet high masonry (concrete block) enclosure.

Response by Mr. Paul Mangelsdorf:

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Review:

Condition and Response are in agreement.

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Review:

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The condition can be amended that for nighttime deliveries, delivery trucks cannot use mechanical equipment – forklifts and other noisy equipment – to unload the deliveries and that delivery trucks cannot have their engine idling while the deliveries are being unloaded.

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understand additional plantings have been incorporated along the west side of the property.

Review:

Indeed, as noted in the report of April 12, vegetation is to not act as a noise barrier, but as a visual barrier. The condition and Response are in agreement.

Please do not hesitate to contact me if you have additional questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'Joe Cuschieri', with a stylized, cursive script.

Joe Cuschieri, P.E. Ph.D.
Acoustical Consultant



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Chick-fil-A	Application No.:	22-B2-133
Reviewer Name:	Bryan Kelley, P.E.	Project Address:	101 North Federal Hwy
Department/Division:	Traffic		
Position:			
Date of Review:	4/14/2023		
Submittal No.:	4		

A. TRAFFIC STUDY:

1.	There is a typo in Appendix C in the CFA Trip Generation Calculations and Data Summary Table. The PM peak hour trips should be 219 and not 343. Note this is just a typo and does not seem to impact any of the calculations or analysis. Applicant Response: Typo has been fixed. See updated Traffic Impact Study Appendix C.
1.a.	Comment addressed.
2.	There are still concerns regarding site circulation, conflicts, and safety that have not been addressed. Applicant Response: The site circulation has been modified from a two-way to a one-way circulation, allowing vehicles to loop around the site, this is expected to reduce the conflict points inside the development. The revised site also provides striping on the northern driveway to restrict the subsequent internal movement to a single path (right-turn only), improving the previous design which allowed three possible movements. As a result, the decision-making time of the drivers is expected to decrease, making the entrance of vehicles more fluent. Please see updated Traffic Impact Analysis Section 11. Stacking and Internal Circulation Analysis.
2.a.	Comment addressed.
3.	Is the Contingency Queuing Plan a feasible operational alternative considering it doesn't seem to occur at other Chick-fil-a locations? Applicant Response: Response: The drive-thru has been improved from 29 to 31 peak car stack (considering the required 20ft/vehicle). Although the maximum number of vehicles observed on the existing site is greater than the proposed drive-thru stack, it should be noted the existing site has full operation which involves drive-thru, pick up, and indoor sitting. In contrast, the CFA on S Federal Hwy is proposed as a drive-thru and pickup only location with no indoor seating. The site is also equipped with an enlarged kitchen and three separated ordering points. As there are

Development Plan Application Comments

	no walk-in patrons to attend, this location is expected to be optimized to serve drive-thru vehicles faster than the existing (surveyed) facility, therefore, the proposed site is projected to have shorter ordering and processing times; as a result, the number of vehicles in the drive- thru stack is expected to be less than the observed on the existing site. With this, the proposed drive-thru stack is not expected to be exceeded. As a contingency plan, the report proposes the vehicles to loop around the site and stack internally if the anticipated number of vehicles in stack is ever exceeded. This response has also been included in Section 11 of the updated report.
3.a.	Comment addressed.
4.	Among other concerns, if the queueing extends past the drive through line, it would block vehicles from exiting out onto the alley which would further exasperate the vehicular queue. Applicant Response: A “Do Not Block” intersection marking (cross hatch) is proposed at the Drive-Thru entrance.
4.a.	Comment addressed.

B. SITE PLAN:

	There are still concerns regarding site access, internal circulation, and safety at the driveway connection to US-1. The safety concerns are primarily focused on the short driveway length and internal conflicts in close proximity to US-1. The access and circulation seem problematic based on the current driveway location. A driveway relocated to the north would potential alleviate some of this concern by reducing conflicts.
1.	Response: Internal circulation and driveway location were discussed during the DRC meeting held on March 9th, 2023. To address these concerns, the site has been modified by re- dimensioning the parking stalls located on the north side of the building, this reduction has allowed the southern drive-aisle to be re-aligned. Please see revised site plan.
1.a.	Comment addressed.



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: Chick-Fil-A #04991 Deerfield Beach

Property Owner: Airline HWY JPMC LLC

Applicant (if different from Owner): Chick-Fil-A, Inc.

Agent (if different from Owner/Applicant): Andres Mizrahi (authorized agent)

Address of Property: 101 N. Federal Hwy, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision): Tract A of Atlantic Bank Plat, according to the plat thereof, as recorded in plat book 103, page 2, public records of Broward County, Florida; less any part thereof lying within the public right-of-way federal highway No. 1.

Description of Project: Demolition of existing bank to redevelop into a Chick-Fil-A fast food restaurant with drive-through along with associated parking, landscape, drainage and utility infrastructure to support it.

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>Yes</u>
Zoning District:	<u>B-2 Highway Business</u>	Future Land Use Category:	<u>Commercial</u>
Existing Use:	<u>Drive-thru Bank</u>	Proposed Use:	<u>Restaurant</u>
Lot Area (acres):	<u>1.37</u>	Number of Dwelling Units (proposed):	<u>1</u>
Sq. Ft. of Structure (existing):	<u>2,274</u>	Sq. Ft. of Structure (proposed):	<u>2,656</u>

Agent Signature: _____

Name Printed: Andres Mizrahi

Address: 910 SE 17th Street, Suite 300, Fort Lauderdale, FL 33316

Telephone: 954-884-5262

Email: amizrahi@bowman.com

Owner Signature: _____

Name Printed: William H. Stern

Address: 8910 Two Notch Rd., Floor 5, Columbia SC 29223

Telephone: 803-419-1234

Email: jason@sternproperties.biz

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)		Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (Nonres) \$1000 + \$40/acre + \$10/unit (Res) \$550 (Note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$300					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.

March 28, 2023

Christopher Suneson
Planner
150 NE 2nd Avenue
Deerfield Beach, FL 33441
954.480.4209
csuneson@deerfield-beach.com

Chick-Fil-A #04991 Deerfield Beach

Parcel ID #: 484306450010

Project Location: 101 N. Federal Hwy, Deerfield Beach, FL 33441

Project Description: Demolition of existing bank with drive-thru to redevelop into a Chick-fil-a fast food restaurant with drive-thru only.

Project Narrative

Requirement under Section 98-13(b)(2)

Chick-fil-A, Inc (Applicant / lessee) is proposing to redevelop a +/- 1.37 acres parcel located at 101 N Federal Highway, Deerfield Beach, FL, associated with parcel id 484306450010. The subject property is currently developed with a one-story bank with drive-thru use. The property has a future land use designation of Commercial and zoning district of B-2 Highway Business which is compatible with the zoning district of the site and surrounding properties.

The applicant is proposing to demolish the existing structures and develop the site into one story building of approximately 2,988 square foot Chick-Fil-A drive-through only restaurant along with associated parking, landscape, drainage, and utility infrastructure to support it. The building will not provide interior seating however an outdoor dining area will provide 16 seats.

This Chick-fil-A restaurant will operate from Monday to Saturdays and closed on Sunday. The hours of operation will range between 6am to 11pm. Specific operating hours during this timeframe is up to local owner/operator discretion. This restaurant will likely employ up to 100 total employees with an average of 10-15 employees per shift.

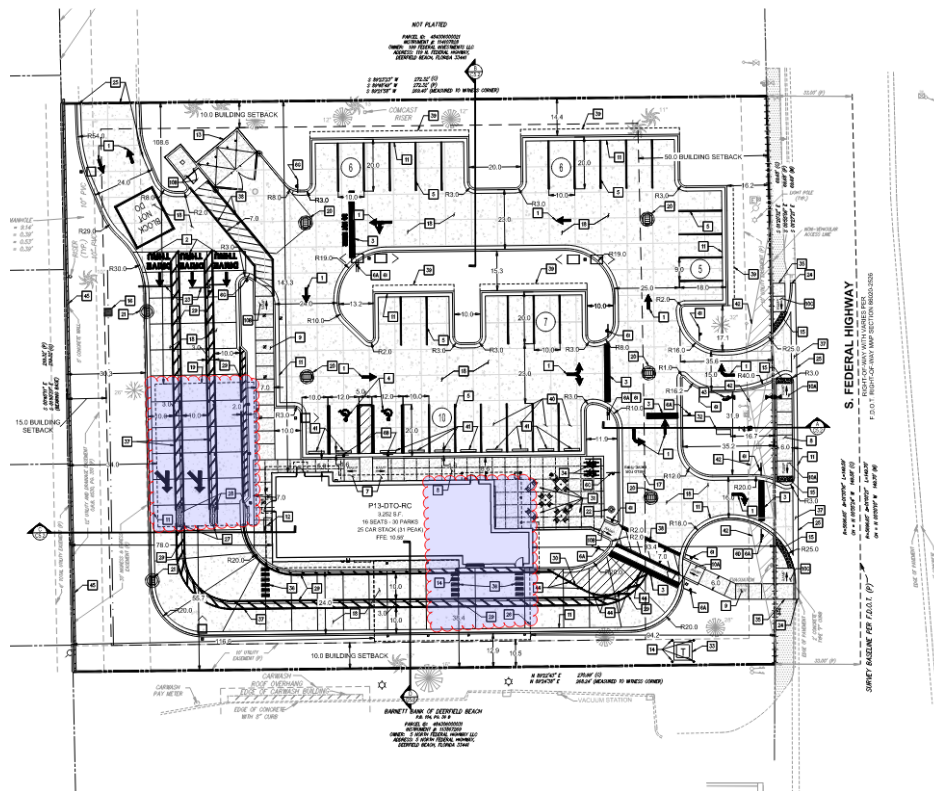
Drive thru design

This site plan has the latest drive thru design prioritized by Chick-fil-A, which shies away from the traditional drive thru model with the building at the center of the site with perimeter parking. The design exhibits the isolated drive thru operations to reduce conflict points with the rest of the Chick-fil-A operation (employee parking, curbside pick-up orders and pick-up window activities. The vehicles looking for drive-thru service will enter the drive-thru lanes at the northwest section of the site and continue through the order and pick up points accordingly.

This Chick-fil-A restaurant is being designed with 25 cars in the drive thru stack with an additional bypass lane that maximizes the drive thru capacity to 31 cars if needed. There are three drive thru lanes, with three menu boards and all the latest operational efficiencies to allow team members to be deployed to collect more orders if necessary.

Chick-fil-A, unlike traditional quick service restaurants, has re-designed their buildings to have a drive thru door instead of the typical drive thru cockpit with a single window. This allows Chick-fil-A to create multiple delivery points for the drive thru, where team members can physically exit the building and walk upstream of the drive thru lanes to deliver orders that are ready. This creates a very functional bypass lane to keep the customers flowing through the site without backing into the rest of the interior vehicular circulation areas. These design changes have been prioritized as a result of lessons learned from older restaurants that experienced challenges with drive thru capacity.

An additional feature that is important in the design is the provision of canopies for the order points and delivery points of the restaurant. This allows the customers and the team members taking/delivering orders to be protected from the elements, which helps keep them safe but also helps keep the drive thru moving despite the weather challenges.



At peak hours, Chick-fil-A deploys team members to the order points and to the delivery door area to get as many orders as possible out to the customers and keep the drive thru moving quickly and well-organized. The highest volume of users is expected at peak lunch and dinner times to service the local workforce and area residents. The team members that take the orders are trained to tag the vehicles coming in, to make the delivery of orders possible as soon as the order is ready (then delivered directly to the car) instead of having the customer wait until they reach the standard pick-up point.



Circulation

The site circulation has been modified from a two-way to a one-way circulation counterclockwise allowing vehicles to loop around the site, this is expected to reduce the conflict points inside the development. The revised site also provides striping on the northern driveway to restrict the subsequent internal movement to a single path (right-turn only), improving the previous design which allowed three possible movements. As a result, the decision-making time of the drivers is expected to decrease, making the entrance of the vehicles more fluent.

Access Management

The proposed access into the property is via a right in/right out access off US 1, a State Road. This access design has been specifically laid out in conformance with the platted non-vehicular access limitations recorded under Plat Book 103, page 21 (Atlantic Bank Plat). The project has received approval by the Florida Department of Transportation on September 15, 2022 through Access Management permit no. 2022-A-491-00026.

Further, there is an existing ingress/egress located at the northwest corner of the property. Broward County felt strongly about maintaining this existing access point open and the design respects all the existing cross access permits accordingly.

Stormwater Management

The subject property is located within Flood Zone X with no base flood elevation (flood panel #12011C0376H effective 08/18/2014). There's an existing 2,274 SF inactive bank building on the 1.37-acre site. The site is currently graded to slope towards the existing landscape areas away from the building. The site water table is at approximately 2.50' NAVD per the design standards for Broward County's average wet season water table map.

The proposed stormwater management system will consist of the installation of new catch basin structures and conveyance pipes with exfiltration trench that will provide the water quality treatment as well as volumetric storage for the site. The system has been designed to retain the 5yr-1hr, 25yr-3day, and the 100yr-3day storms completely on site with zero off-site discharge. The proposed improvements meet all current development criteria for the project site as required by City of Deerfield Beach and Broward County Environmental Engineering Permitting Division. The post development stages are lower than the pre-development stages for all storm events. The proposed critical elevations meet or improve on the existing conditions and therefore no negative impacts are anticipated due to the implementation of the proposed stormwater management system.

We look forward to working with City staff for this project. If you have any questions or require additional information, please do not hesitate to contact us.



Jenny Baez
Branch Manager
954.314.8468
jbaze@bowman.com
Bowman

LETTER OF AUTHORIZATION

RE: Proposed Chick-fil-A Deerfield Beach #04991
101 N. Federal Highway
Deerfield Beach, FL 33441
Folio number: 484306450010

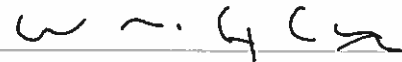
TO WHOM IT MAY CONCERN:

This letter is to designate the following Parties are to act as authorized agent/applicants on behalf of the property owner associated with the proposed redevelopment project: Airline HWY JPMC LLC (hereinafter the "Property Owner"):

Chick-Fil-A, Inc
Nate Thompson, Nora Kaufman
5200 Buffington Road, Atlanta, GA 30349

Bowman Consulting Group, Ltd
Jenny Baez, Andres Mizrahi
910 SE 17th Street, Suite 300, Fort Lauderdale FL 33316

The Property owner grants the above-mentioned Parties authorization to make application submittals and negotiate conditions in matters related to government regulations and permitting activities with the City of Deerfield Beach, State of Florida, Broward County and other government entities in relation to the above-mentioned site (associated with Parcel ID # 484306450010).



Signature

William Stern
Manager
Airline HWY JPMC LLC
8910 Two Notch Road FLR 5
Columbia, SC 29223
jason@sternproperties.biz

STATE OF Florida
COUNTY OF Broward

Sworn to and subscribed before me, the undersigned Notary Public, this 06 day of April, 2022.



Notary Public

Mercedes Gregorio

Printed Name



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

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

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

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
 5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
 6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Andres Mizrahi (authorized agent), have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 27 day of May, 2022 by Andres Mizrahi (authorized agent) (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: August 26, 2024

Commission No.: HH036894

(Signature of Notary Public - State of Florida)

Mercedes Gregorio

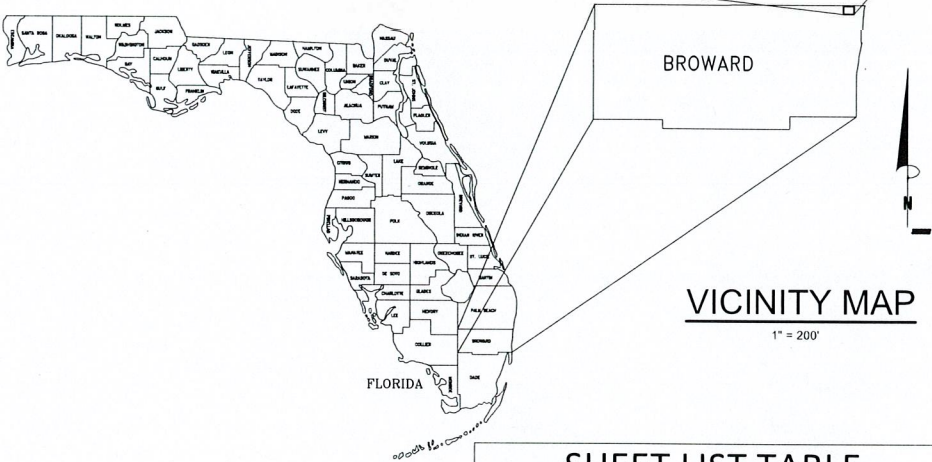
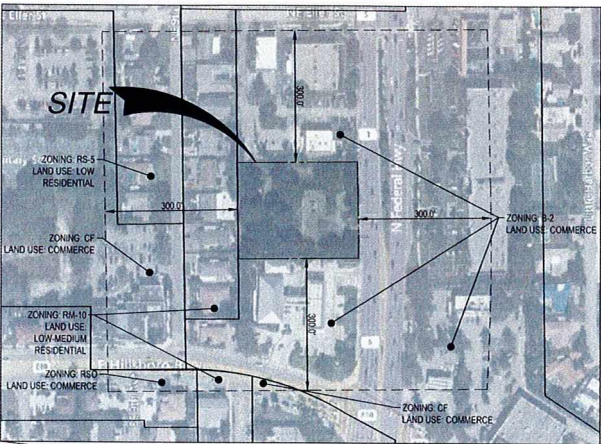
(Print, Type, or Stamp Commissioned Name of Notary Public)

SITE DEVELOPMENT PLAN
FOR
DEERFIELD BEACH
CHICK-FIL-A

STORE #4991
101 N. FEDERAL HWY
DEERFIELD BEACH, FL 33441
SECTION 6, TOWNSHIP 48 S, RANGE 43 E
PARCEL ID: 484306450010
PROPOSED USE: FAST FOOD
RESTAURANT

SCOPE OF WORK

REDEVELOPMENT OF PROPERTY INTO A NEW 2,656 SF
CHICK-FIL-A RESTAURANT WITH DRIVE-THRU ALONG
WITH ASSOCIATED PARKING LANDSCAPE, UTILITY AND
DRAINAGE INFRASTRUCTURE TO SUPPORT IT



LEGAL DESCRIPTION

PARCEL I:

TRACT "A" OF ATLANTIC BANK PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, PAGE 21, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; LESS ANY PART THEREOF LYING WITHIN THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NO. 1.

PARCEL II:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AS SET FORTH IN THAT CERTAIN RECIPROCAL EASEMENT FOR COMMON DRIVEWAY RECORDED IN OFFICIAL RECORDS BOOK 8439, PAGE 125, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FLOOD ZONE NOTE

1. THE PARCEL SHOWN HEREON LIES IN FLOOD ZONE "X" PER THE FLOOD RATE MAP NUMBER 12011C0179H, WITH A EFFECTIVE DATE OF AUGUST 18, 2004 AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

DATUM NOTE

1. THE HORIZONTAL DATUM OF THE SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(2011), EPOCH 2010.00 ADJUSTMENT BASED ON THE FOLLOWING MONUMENT AT THE SOUTHEAST CORNER OF SUBJECT PARCEL 1: FOUND ROUND POURED IN PLACE CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM PLS 2644"
N = 722,716.23'
E = 953,961.18'
2. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING NATIONAL GEODETIC SURVEY (NGS) PUBLISHED BENCHMARK:
PID: AD6873
N : 723,742.83'
E : 951,578.10'
ELEVATION: 9.26' (NAVD 88)

GENERAL NOTES

1. CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE APPROVED PLANS AND THE APPROPRIATE STANDARDS AND SPECIFICATIONS ALONG WITH A COPY OF ANY PERMITS AND AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
2. CONTRACTOR SHALL MEET OR EXCEED ALL SITE WORK SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS FOR ALL MATERIALS AND CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS IS ENCOUNTERED.
5. NO REVISION SHALL BE MADE TO THESE PLANS WITH OUT THE APPROVAL OF THE ENGINEER OF RECORD.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
7. ANY REFERENCE TO PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
8. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
9. DESIGN IS IN ACCORDANCE WITH 2021 OCU STANDARDS AND CONSTRUCTION SPECIFICATION MANUAL.
10. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS (INDEXES), THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.

CONTACTS

OWNER
CHICK-FIL-A
5200 BUFFINGTON ROAD
ATLANTA, GA 30349

ENGINEER
BOWMAN CONSULTING GROUP
910 SE 17TH ST, SUITE 300
FT. LAUDERDALE, FL 33316
ANDRES MIZRAHI, P.E. PROJECT MANAGER
954-884-5262
AMIZRAHI@BOWMAN.COM

SURVEYOR
BOWMAN CONSULTING GROUP
301 SE. OCEAN BLVD, SUITE 301
STUART, FL 34994
772-283-1413

SANITARY SEWER
DEERFIELD BEACH UTILITIES
150 NE 2ND AVE
DEERFIELD BEACH, FL 33441
THOMAS GOOD
954-422-5822

WATER
DEERFIELD BEACH UTILITIES
150 NE 2ND AVE
DEERFIELD BEACH, FL 33441
THOMAS GOOD
954-422-5822

STORM DRAINAGE
BROWARD COUNTY SWL
1 NORTH UNIVERSITY DRIVE MAILBOX 201
PLANTATION, FL 33324
JOHANA NARVAEZ, M.S.E.E. ENVIROMENTAL
PROGRAM MANAGER
954-519-0318
JNARVAEZ@BROWARD.ORG

ELECTRIC
FPL - BROWARD
JOEL BRAY
386-586-6403

TELEPHONE/INTERNET
AT&T
DINO FARRUGGIO
561-683-2729

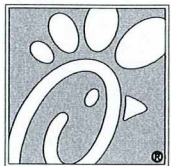
GAS
TECO PEOPLE'S GAS
SHERRY HORTON
772-216-9622

EROSION CONTROL
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FL, 32399

TRAFFIC ENGINEERING
BROWARD COUNTY TRAFFIC ENGINEERING
2300 W COMMERCIAL BLVD
FT. LAUDERDALE, FL 33309
ROBERT BLOUNT
954-847-2745

SHEET LIST TABLE

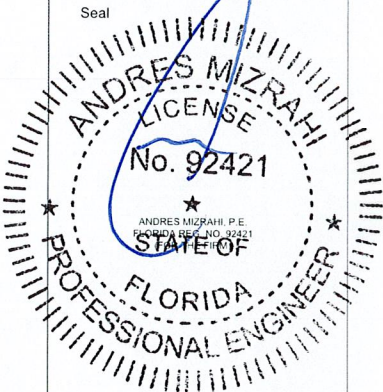
SHEET NUMBER	SHEET TITLE
C-1.0	COVER SHEET
1 OF 2	SURVEY
2 OF 2	SURVEY
C-2.0	SITE PLAN
C-2.1	FIRE ACCESS PLAN
C-2.2	SITE PLAN DETAILS
A-101	FLOOR PLAN
A-102	EXTERIOR ELEVATIONS
A-103	EXTERIOR RENDERINGS
A-104	EXTERIOR IMPROVEMENTS
L-100.1	TREE DISPOSITION PLAN
L-100	LANDSCAPE PLANS
L-101	LANDSCAPE DETAILS
L-102	LANDSCAPE & MAINTENANCE SPECIFICATIONS
L-200	IRRIGATION PLAN
L-201	IRRIGATION DETAILS
L-202	IRRIGATION SPECIFICATIONS
E-100	SITE PHOTOMETRIC PLAN
E-101	SITE PHOTOMETRIC DETAILS
1 OF 2	SIGNAGE
2 OF 2	SIGNAGE



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman

City of Deerfield Beach
Project # 2021-005
Printed For: 05/04/2023
Date: 05/04/2023
Sheet: 1 of 1

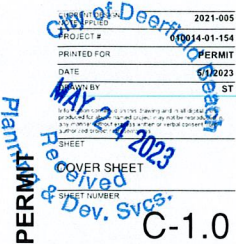


05/24/23

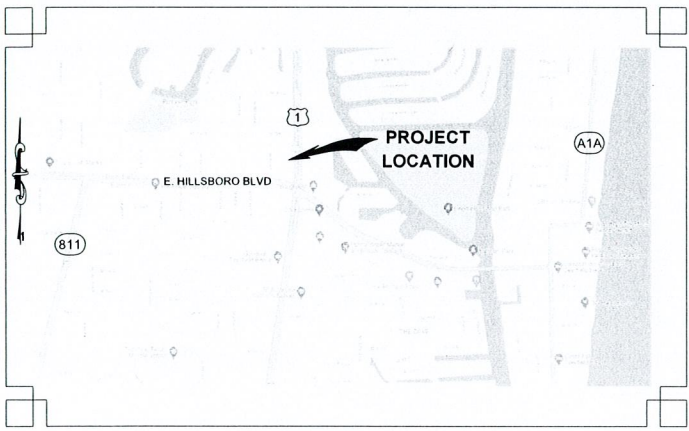
CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

REVISION SCHEDULE
NO. DATE DESCRIPTION
1 12/10/2021 PRELIMINARY MARKINGS



C-1.0



LOCATION MAP

A.L.T.A. COMMITMENT
FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B-II
TITLE COMMITMENT NO. FL252104088JC/210913ATL,
COMMITMENT DATE: JANUARY 21, 2022 AT 8:00 AM.

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.
NOT A SURVEY MATTER.
- TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
NOT A SURVEY MATTER.
- ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED IMPOSED BY LAW, AND NOT SHOWN BY THE PUBLIC RECORDS.
NOT A SURVEY MATTER.
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
NOT A SURVEY MATTER.
- UNPAID CHARGES FOR PUBLIC UTILITIES FURNISHED BY ANY COUNTY, MUNICIPALITY, OR PUBLIC SERVICE CORPORATION, WHICH MAY BE OR MAY BECOME A LIEN UPON THE LAND INSURED HEREBY UNDER ANY PROVISION OF THE FLORIDA STATUTES, INCLUDING SECTION 159.17, AND/OR ANY COUNTY, MUNICIPAL, OR SPECIAL TAXING DISTRICT ASSESSMENT, INCLUDING THOSE LEVIED UNDER THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES.
NOT A SURVEY MATTER.
- ANY RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE OR BE ASSERTED UNDER OR PURSUANT TO THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930, AS AMENDED, 7 USC 499A ET SEQ., THE PACKERS AND STOCKYARD ACT OF 1921, AS AMENDED, 7 USC 181 ET SEQ., OR ANY SIMILAR STATE LAWS.
NOT A SURVEY MATTER.
- DEDICATION, NOTES, EASEMENTS AND ANY OTHER RELEVANT MATTERS SHOWN ON THE PLAT OF ATLANTIC BANK PLAT, RECORDED IN PLAT BOOK 103, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
RELEVANT MATTERS ON THE PLAT ARE SHOWN.
- EASEMENT DEED TO CITY OF DEERFIELD BEACH, FLORIDA RECORDED MARCH 24, 1976 IN OFFICIAL RECORDS BOOK 6530, PAGE 351, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AFFECTS SUBJECT PROPERTY AS SHOWN.
- RECIPROCAL EASEMENT FOR COMMON DRIVEWAY RECORDED SEPTEMBER 13, 1979 IN OFFICIAL RECORDS BOOK 8439, PAGE 125, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AFFECTS SUBJECT PROPERTY AS SHOWN.
- BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA ORDINANCE NO. 2002-61 RECORDED NOVEMBER 21, 2002 IN OFFICIAL RECORDS BOOK 34145, PAGE 1891, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
AFFECTS SUBJECT PROPERTY, NOTHING TO PLOT.
- TERMS, PROVISIONS, CONDITIONS, RESTRICTIONS, EASEMENTS AND ANY OTHER RELEVANT MATTERS AFFECTING THE INSURED LEASEHOLD ESTATE CONTAINED IN THAT CERTAIN GROUND LEASE BY AND BETWEEN _____ AND CHICK-FIL-A, INC., A GEORGIA CORPORATION, DATED _____, 2021, A MEMORANDUM OF WHICH WAS RECORDED _____, 2021 IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND

ALTA = AMERICAN LAND TITLE ASSOCIATION
(C) = CALCULATED
C.B.S. = CONCRETE BLOCK AND STUCCO
CCR = CERTIFIED CORNER RECORD
CH = CHORD BEARING AND DISTANCE
EL = ELEVATION
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
F.F.E. = FINISHED FLOOR ELEVATION
G.P.S. = GLOBAL POSITIONING SYSTEM
I.D. = IDENTIFICATION
INV. = INVERT
L = ARC LENGTH
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
LTD. = LIMITED
(M) = MEASURED
MISC. = MISCELLANEOUS
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
++++ = NON-VEHICULAR ACCESS LINE
O.R.B. = OFFICIAL RECORDS BOOK
NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
(P) = PLAT DATA
P.B. = PLAT BOOK
PG. = PAGE

PID = POINT IDENTIFICATION
PK = PARKER KALON
PRM = PERMANENT REFERENCE MONUMENT
PLS = PROFESSIONAL LICENSED SURVEYOR
PVC = POLYVINYL CHLORIDE PIPE
R = RADIUS
(R) = RADIAL
R.T.K. = REAL TIME KINEMATIC
(10) = TITLE EXCEPTION NUMBER
TYP. = TYPICAL
14.52 = EXISTING ELEVATION
● = FOUND MAG NAIL AND DISK
○ = FOUND IRON ROD OR PIPE
○ = FOUND ROUND CONCRETE MONUMENT
● = SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"
* = OAK TREE WITH DIAMETER
* = UNKNOWN TREE WITH DIAMETER
* = PALM TREE WITH DIAMETER
▨ = PARCEL 2
▨ = ASPHALT PAVEMENT
▨ = PLAT BOOK
▨ = CONCRETE

○ = BACKFLOW PREVENTER
● = BOLLARD
△ = CENTRAL ANGLE
○ = CLEANOUT
— = CONCRETE UTILITY POLE
— = CONTOUR ELEVATION
— = ELECTRIC BOX
— = ELECTRIC HAND HOLE
— = ELECTRIC METER
— = FIRE HYDRANT
— = HANDICAPPED PARKING
— = LIGHT POLE
— = MAST ARM POLE
— = OVERHEAD UTILITY LINE
— = RISER
— = SIGN
— = SITE CONTROL POINT
— = WATER VALVE
✱ = SECTION CORNER
— = FOUND 1/4 SECTION CORNER
--- = BLUE PAINT INDICATING POSSIBLE WATER LINE

LEGAL DESCRIPTION

PARCEL 1

TRACT "A" OF ATLANTIC BANK PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, PAGE 21, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS ANY PART THEREOF LYING WITHIN THE RIGHT-OF-WAY OF FEDERAL HIGHWAY NO. 1.

CONTAINING 59687 SQUARE FEET OR 1.37 ACRES, MORE OR LESS.

PARCEL 2

TOGETHER WITH A NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AS SET FORTH IN THAT CERTAIN RECIPROCAL EASEMENT FOR COMMON DRIVEWAY RECORDED IN OFFICIAL RECORDS BOOK 8439, PAGE 125, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

UTILITY PROVIDERS:

TELEPHONE / CABLE / FIBER
WINDSTREAM / COMCAST / AT&T

ELECTRIC
FPL

NATURAL GAS
TECO PEOPLE'S GAS

WATER
CITY OF DEERFIELD BEACH

SANITARY SEWER
CITY OF DEERFIELD BEACH

STORMWATER
CITY OF DEERFIELD BEACH / BROWARD COUNTY SWL

ROADWAY REGULATORY:

BROWARD COUNTY TRAFFIC ENGINEERING
CONTACT: ROBERT BLOUNT
(954) 847-2745

ZONING:

ZONING DISTRICT
SUBJECT PARCEL - B-2 HIGHWAY BUSINESS

BUILDING SETBACK REQUIREMENTS

FRONT - 50 FEET
REAR - 15 FEET
SIDE - 10 FEET

PARKING REQUIREMENTS

ONE SPACE PER 50 SQUARE FEET OF CUSTOMER SERVICE AREA, PLUS ONE SPACE FOR EACH 400 SQUARE FEET OF OTHER AREAS.

ASSUMING A 4,995 SF RESTAURANT WITH 50% CUSTOMER SERVICE AREA, THE PARKING REQUIREMENT WOULD BE 57 PARKING SPACES (ROUNDING UP TO THE NEAREST WHOLE NUMBER).

SIGN SETBACKS:

MONUMENT SIGN HEIGHT DEPENDS ON SETBACK

HEIGHT RESTRICTIONS

MAXIMUM BUILDING HEIGHT OF 75 FEET
FLOOR AREA RATION: MAX. 0.50

SURVEYOR'S NOTES:

- THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. SAID SURVEY MEETS THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE SURVEY SHOWN HEREON WAS PREPARED UTILIZING THE TITLE COMMITMENT AS PROVIDED BY THE CLIENT.
- THE HORIZONTAL DATUM OF THE SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983(2011). EPOCH 2010.00 ADJUSTMENT BASED ON THE FOLLOWING MONUMENT AT THE SOUTHEAST CORNER OF SUBJECT PARCEL 1: FOUND ROUND POURED IN PLACE CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM PLS 2644" N = 722 716.23 E = 953 961.18
- THE BEARING BASIS SHOWN HEREON REFERS TO THE OBSERVED GRID BEARING OF SOUTH 01°10'37" EAST ALONG THE WEST BOUNDARY LINE OF THE SUBJECT PARCEL 1.
- THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING NATIONAL GEODETIC SURVEY (NGS) PUBLISHED BENCHMARK:

"PIONEER"
PID: AD6873
TRIANGULAR STATION DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "PIONEER 1971"
N: 723 742.83
E: 951 578.10
ELEVATION: 9.26' (N.A.V.D. 88)
- THIS SURVEY WAS PERFORMED UTILIZING R.T.K.-G.P.S. PROCEDURES AND TRADITIONAL SURVEY PROCEDURES WITH REDUNDANT MEASUREMENTS, AND HAS A HORIZONTAL AND VERTICAL POSITIONAL TOLERANCE OF 0.10 FEET.
- ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING FLOOD ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12011C0179H, DATED 8/18/2014.
- ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ALL MATTERS SHOWN ON RECORDED PLATS PROVIDED TO THE SURVEYOR ARE SHOWN ON THE SURVEY.
- THERE IS AN EXISTING BUILDING ON THE PARCEL WITHIN THE SURVEYED AREA.
- TABLE "A" ITEM 6: ZONING AND UTILITY INFORMATION SHOWN HEREON WAS PROVIDED BY OTHERS AND SHOULD BE VERIFIED WITH MUNICIPALITY AND/OR PROVIDERS.
- TABLE "A" ITEM 9: THERE ARE A TOTAL OF 21 PARKING SPACES ON THE PARCEL, (19 STANDARD AND 2 HANDICAPPED).
- TABLE "A" ITEM 11: ABOVE GROUND AND VISIBLE UTILITIES WERE LOCATED AS SHOWN ON THIS SURVEY. NO UNDERGROUND UTILITIES WERE LOCATED AS A PART OF THIS SURVEY.
- TABLE "A" ITEM 16: THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- TABLE "A" ITEM 17: THERE IS NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT-OF-WAY LINES.
- THE SUBJECT PROPERTY IS CONTIGUOUS WITH NO GAPS, GORES, OR OVERLAPS.

SURVEYOR'S CERTIFICATION:

TO: CHICK-FIL-A, INC., A GEORGIA CORPORATION
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(a)(b)(1), 8, 9, 11, 13, 16, 17, 18, AND 19 OF TABLE A THEREOF.

PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT PROPER FIELD PROCEDURES, INSTRUMENTATION, AND ADEQUATE SURVEY PERSONNEL WERE EMPLOYED IN ORDER TO ACHIEVE RESULTS COMPARABLE TO THOSE OUTLINED IN THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS."

ALSO

I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Brion D Yancy
Date: 2023.04.18 16:15:17
-04'00'

BRION D. YANCY
FLORIDA SURVEYOR AND MAPPER
REGISTRATION NO. 7162
BYANCY@BOWMAN.COM

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR.

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)



Bowman
CONSULTING GROUP, LTD., INC.

Bowman Consulting Group, Ltd., Inc.
301 S.E. Ocean Blvd., Suite 901
Shoreline, FL 33494
Phone: (772) 283-1413
Fax: (772) 220-7881
www.bowmanconsulting.com
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FLORIDA

CHICK-FIL-A, INC. FSU #4991
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FLORIDA
BOUNDARY AND TOPOGRAPHIC SURVEY
BROWARD COUNTY

PROJECT NO
010014-01-154

PLAN STATUS
3/30/22 ADD TOPO
8/16/22 REMOVED AERIAL
3/01/23 EASEMENT REV

DATE DESCRIPTION
FIELD BOOK PAGE
21-229 33-38,63
DRAWN: J.D., DB
B.D.Y. CHKD
SCALE: H: N/A
V: N/A
JOB NO. 010014-01-154
DATE FEB. 7, 2022
FILE NO. 014-154 CFA

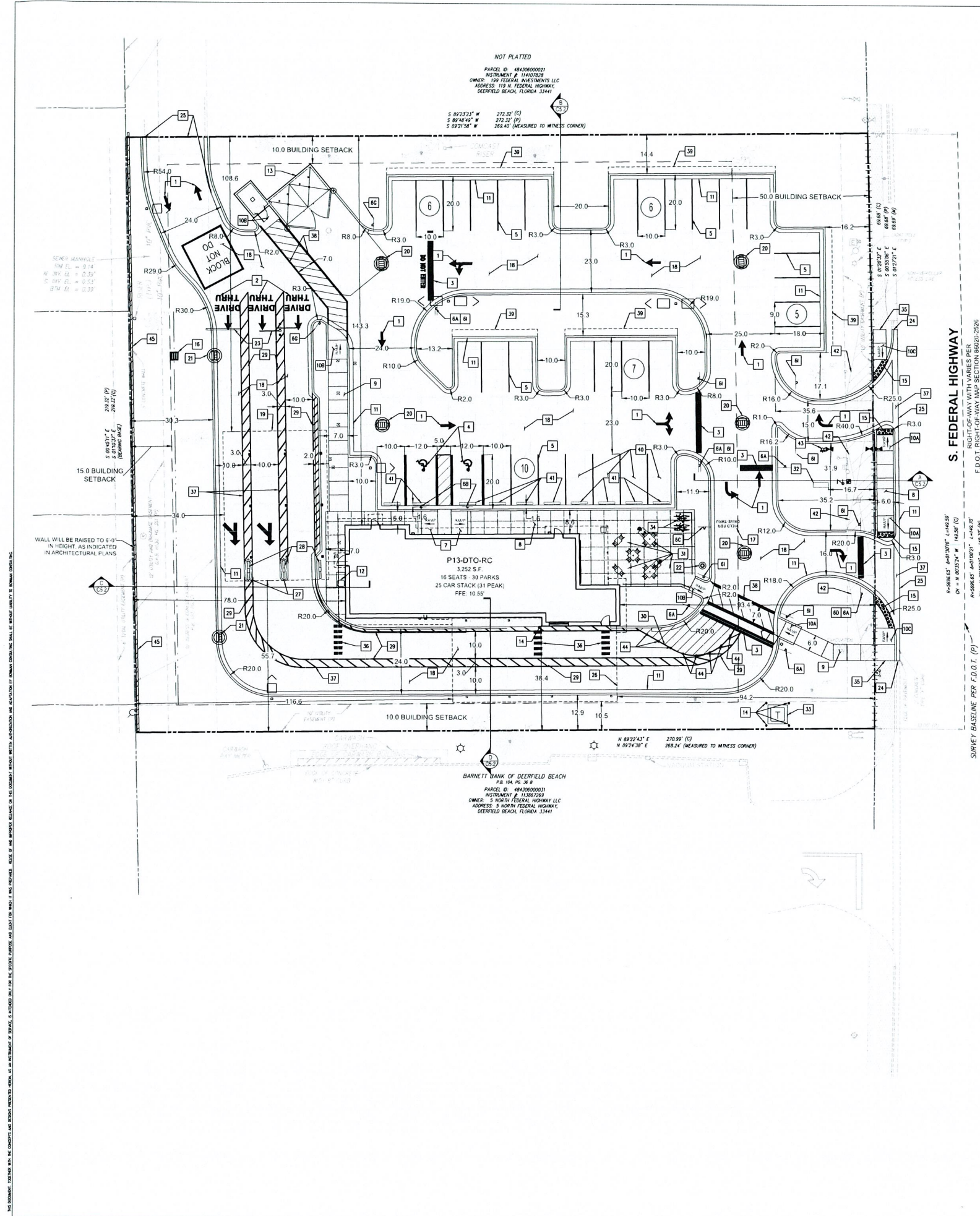
SHEET 1 OF 2



Bowman Consulting Group, Ltd., Inc.
301 S.E. Ocean Blvd., Suite 301
Stuart, FL 34994
Phone: (772) 283-1413
Fax: (772) 220-7881
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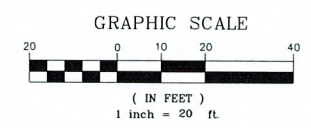
CHICK-FIL-A, INC. FSU #4991
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FLORIDA
BOUNDARY AND TOPOGRAPHIC SURVEY
BROWARD COUNTY
FLORIDA

PROJECT NO	
COUNTY PROJECT NUMBER	
PLAN STATUS	
3/30/22	ADD TOPSO
8/16/22	REMOVED AERIAL
3/01/23	EASEMENT REV
DATE	DESCRIPTION
FIELD BOOK	PAGE
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D.A. 1"	B.D.Y.
DRAWN	CHKD
SCALE H: 1"=20'	
V: 1"=40'	
JOB NO. 070014-01-154	
DATE FEB. 7, 2022	
FILE No. 014-154 CFA	
SHEET 2 OF 2	



SITE NOTES

- 1 CONST. DIRECTIONAL ARROW (TYP.)
- 2 CONST. DRIVE-THRU GRAPHICS
- 3 CONST. STOP BAR GRAPHIC
- 4 CONST. ADA PARKING STALL PER FDOT INDEX 711-001
- 5 CONST. 3" PAINTED STANDARD PARKING STALL
- 6 DIRECTIONAL SIGNAGE (REFER TO SIGN PACKAGE FOR MORE DETAILS)
 - 6A STOP SIGN (R1-1)
 - 6B HANDICAP SIGN
 - 6C YIELD FOR VEHICLES EXITING DRIVE THRU
 - 6D RIGHT TURN ONLY (R3-5R)
 - 6E PEDESTRIANS CROSSING
 - 6F DO NOT ENTER SIGN (R5-1)
- 7 CONST. CR-K ADA RAMP PER FDOT INDEX 522-002
- 8 CONST. TYPICAL CONCRETE SIDEWALK
- 9 CONST. SIDEWALK W/ CURB AND GUTTER
- 10 CONST. 6" SIDEWALK RAMP @ 1:12 MAXIMUM SLOPE
 - 10A CONST. CR-G ADA RAMP PER FDOT INDEX 522-002
 - 10B CONST. CR-E ADA RAMP PER FDOT INDEX 522-002
 - 10C CONST. CR-F ADA RAMP PER FDOT INDEX 522-002
 - 10D CONST. CR-L ADA RAMP PER FDOT INDEX 522-002
- 11 CONST. CURB AND GUTTER
- 12 CONST. CASH STATION
- 13 CONST. REFUSE ENCLOSURE WITH STORAGE SHED
- 14 CONST. CONCRETE BOLLARD
- 15 CONST. DETECTABLE WARNING DEVICE
- 16 CONST. NYLOPLAST YARD DRAIN
- 17 CONST. YIELD PAVEMENT MARKING
- 18 CONST. CONCRETE PAVING DRIVE-THRU LANE
- 19 CONST. ORDER CANOPY
- 20 CONST. TYPE C INLET
- 21 CONST. TYPE 9 CURB INLET
- 22 CONST. 20' FLAG POLE (SEE SIGN PACKAGE)
- 23 CONST. CLEARANCE BAR
- 24 CONNECT TO EXISTING CURB
- 25 CONNECT TO EXISTING EDGE OF PAVEMENT
- 26 CONST. MEAL ORDER DELIVERY CANOPY
- 27 CONST. DRIVE-THRU ORDER POINT ISLAND
- 28 CONST. MENU BOARD
- 29 CONST. SOLID 4" YELLOW STRIPING ON ENDS W/ 4" WIDE STRIPES @ 3' O.C. YELLOW REFLECTIVE PAINT WITH ANTI-SLIP ADHESIVE
- 30 CONST. SOLID 4" YELLOW STRIPING ON ENDS W/ 4" WIDE STRIPES @ 3' O.C.
- 31 PROP. PATIO FURNITURE
- 32 CONST. MONUMENT SIGN
- 33 CONST. FPL TRANSFORMER
- 34 CONST. BIKE RACK
- 35 CONNECT TO EXISTING SIDEWALK
- 36 CONST. HIGH EMPHASIS CROSSWALK
- 37 CONST. VALLEY GUTTER
- 38 CONST. CROSSWALK MARKINGS
- 39 PROPOSED 30' CAR OVERHANG
- 40 DESIGNATED CURBSIDE DELIVERY PARKING
- 41 CONST. PARKING STOP
- 42 SIGHT TRIANGLE 10' X 50'
- 43 CONST. FIRE HYDRANT
- 44 CONST. DELINEATOR
- 45 SEE ARCHITECTURAL PLANS FOR WALL RESTORATION AND IMPROVEMENTS



LEGEND

PROP. CONC. SIDEWALK		PROPERTY LINE	
PROP. CONC. PAVEMENT		EX. CONCRETE SIDEWALK	
PROP. TYPE 'F' CURB		CLEANOUT	
PROP. CLEARANCE BAR		CONCRETE UTILITY POLE	
PROP. PARKING STRIPE		ELECTRIC BOX	
PROP. HANDICAP MARKING		ELECTRIC HAND-HOLE	
PROP. SITE SIGNAGE		ELECTRIC METER	
PROP. DIRECTIONAL ARROW		FIRE HYDRANT	
PROP. BOLLARD		LIGHT POLE	
PROP. PARKING COUNT		MAST ARM POLE	
PROP. CATCH BASIN		SIGN	
PROP. CURB INLET		OAK TREE WITH DIAMETER	
PROP. YARD DRAIN		UNKNOWN TREE WITH DIAMETER	
PROP. GREASE TRAP		PALM TREE WITH DIAMETER	
PROP. LIGHT POLE		BACKFLOW PREVENTER	
SITE SETBACK		WATER VALVE	

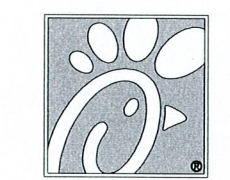
PARKING CALCULATIONS			
USE	QTY	RATIO	REQUIRED
CUSTOMER SERVICE AREA: GROSS FLOOR AREA (SF)	572 SF	1 PARKING SPACE PER 50 SF OF CUSTOMER SERVICE PLUS 1 SPACE PER 400 SF GFA	14 SPACES / 9 SPACES
TOTAL PARKING REQUIRED			27
STANDARD PARKING PROVIDED			32
HANDICAP PARKING REQUIRED			2
HANDICAP PARKING PROVIDED			2
TOTAL PARKING PROVIDED			34

BUILDING SETBACKS		
SETBACK	REQUIRED (FT)	PROVIDED (FT)
FRONT (EAST)	50	93.4
REAR (WEST)	15	78
SIDE (NORTH)	10	143.3
SIDE (SOUTH)	10	38.4

LANDSCAPE BUFFERS		
BUFFER	REQUIRED (FT)	PROVIDED (FT)
FRONT (EAST)	10	14.3
REAR (WEST)	5	30.3
SIDE (NORTH)	5	14.4
SIDE (SOUTH)	5	12.9

SITE SUMMARY	
JURISDICTION	CITY OF DEERFIELD BEACH
ZONING	B-2 (HIGHWAY BUSINESS)
FLU	COMMERCIAL
USE	RESTAURANT
TYPE OF CONSTRUCTION	COMMERCIAL
PARCEL ID	4843 06 45 0010
LOT	
SIZE	59,638 SF (1.37 AC)
BUILDING	
SIZE	3,252 SF
HEIGHT	30'-2 1/2"
CONSTRUCTION TYPE	NEW
F.A.R.	0.09
LOT COVERAGE	7.834 SF
PARKING	
STALL SIZE	10' X 20'

CHICK-FIL-A SITE CALCULATIONS			
AREA	SF	ACRES	%
TOTAL AFFECTED AREA	59,687	1.37	100
PROP. PAVEMENT AREA	20,497	0.47	34.3
PROP. IMPERVIOUS AREA	39,190	0.90	65.7
PROP. BUILDING AREA	3,252	0.07	5.4
PROP. ROOF OVERHANG	704	0.02	1.2
PROP. MEAL DELIVERY CANOPY	1,750	0.04	3.0
PROP. ORDER POINT CANOPY	2,098	0.05	3.5
PROP. REFUSE STORAGE	89	0.00	0.1
PROP. OUTDOOR SEATING	673	0.02	1.1
PROP. PAVEMENT AREA	35,938	0.83	60.2

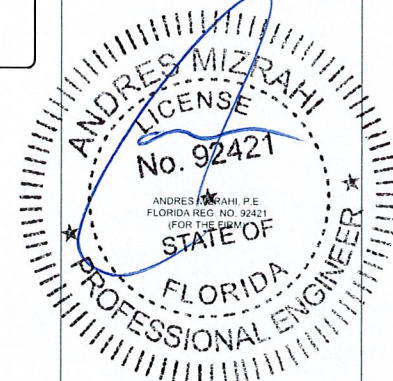


5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman

City of Deerfield Beach, FL 33441
Phone: (561) 391-6881
www.bowman.com

Seal



05/24/23

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

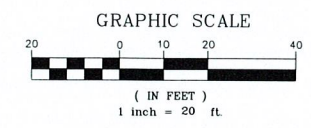
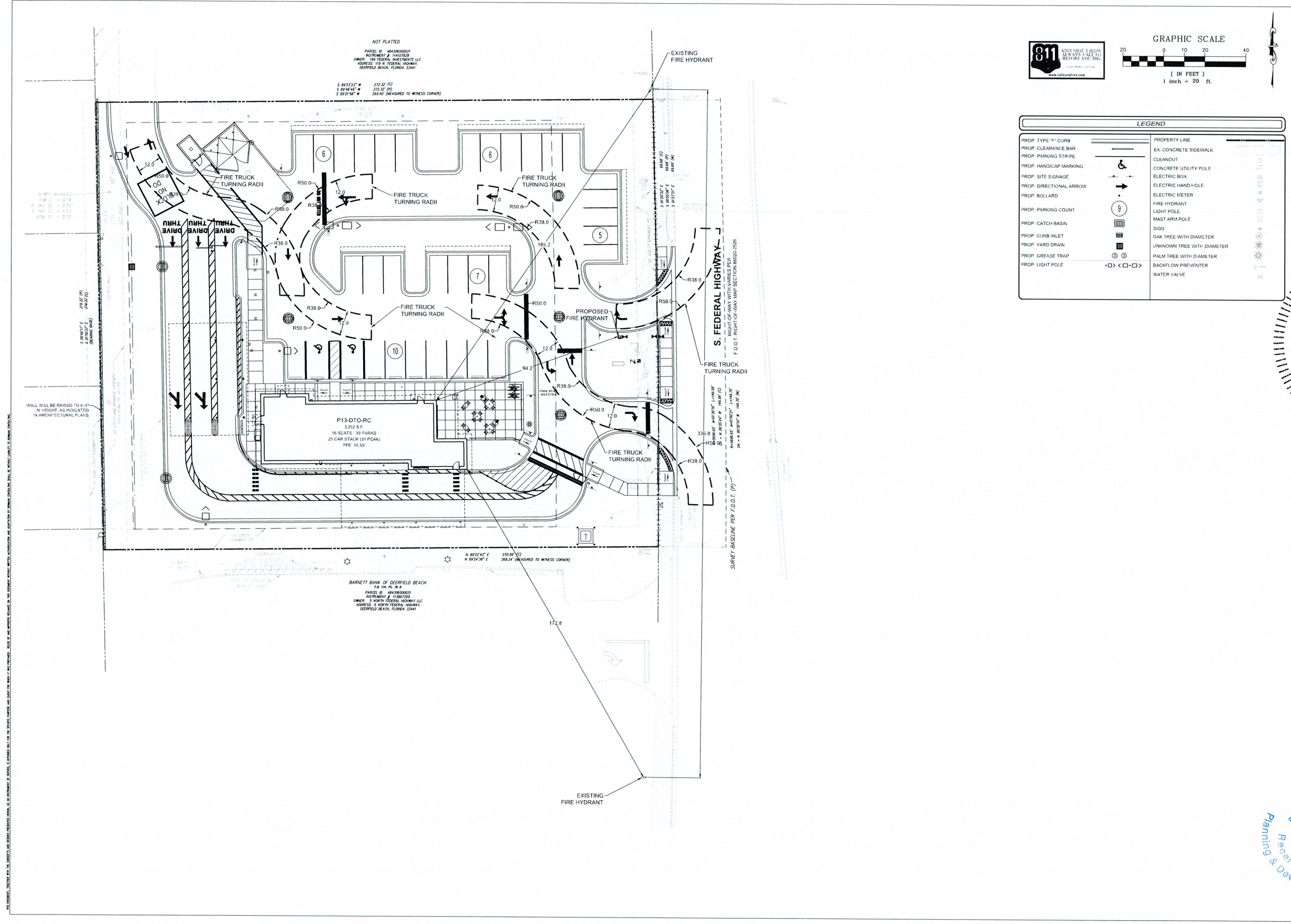
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REVISION SCHEDULE	
NO.	DATE
1	12/12/2021

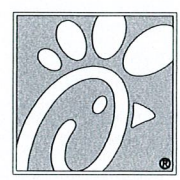
DESCRIPTION	
PAVEMENT	MARKINGS

City of Deerfield Beach
Planning & Dev. Services
2021-005
PROJECT # 010014-01-154
PRINTED FOR PERMIT
DATE 4/25/2023
DRAWN BY ST
SHEET NUMBER

C-2.0

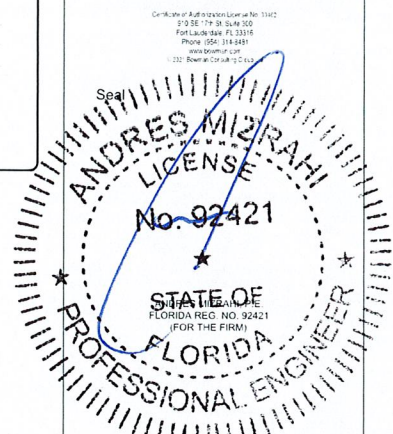


LEGEND	
PROP. TYPE "F" CURB	PROPERTY LINE
PROP. CLEARANCE BAR	EX. CONCRETE SIDEWALK
PROP. PARKING STRIPE	CLEANOUT
PROP. HANDICAP MARKING	CONCRETE UTILITY POLE
PROP. SITE SIGNAGE	ELECTRIC BOX
PROP. DIRECTIONAL ARROW	ELECTRIC HAND HOLE
PROP. BOLLARD	ELECTRIC METER
PROP. PARKING COUNT	FIRE HYDRANT
PROP. CATCH BASIN	LIGHT POLE
PROP. CURB INLET	MAST ARM POLE
PROP. YARD DRAIN	SIGN
PROP. GREASE TRAP	OAK TREE WITH DIAMETER
PROP. LIGHT POLE	UNKNOWN TREE WITH DIAMETER
	PALM TREE WITH DIAMETER
	BACKFLOW PREVENTER
	WATER VALVE



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman



05/24/23

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

REVISION SCHEDULE	
NO.	DATE
1	12/12/2021

City of Deerfield Beach
Planning & Dev. Svcs.
Received
MAY 24 2023
PERMIT

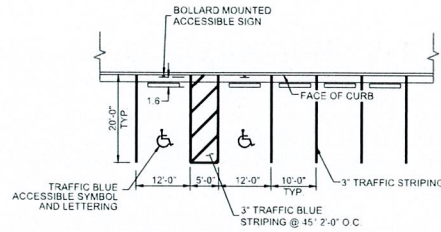
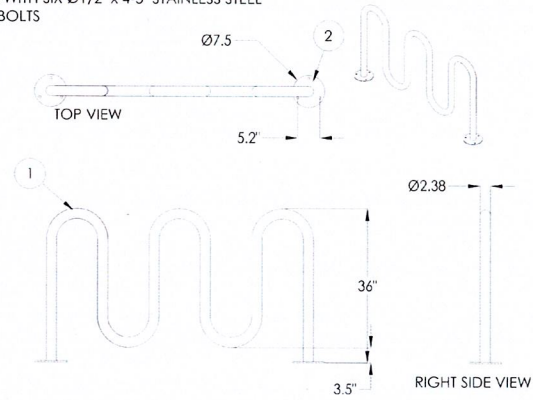
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PROJECT #	010014-01-154
PRINTED FOR	PERMIT
DATE	4/25/2023
DRAWN BY	ST

SHEET
SITE PLAN
SHEET NUMBER

C-2.1

THIS DOCUMENT, TOGETHER WITH THE CONDITIONS AND SPECIAL PROVISIONS SPECIFIED HEREIN, IS A CONTRACT DOCUMENT. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND TO APPLY THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION TO THIS DOCUMENT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND FOR APPLYING THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION TO THIS DOCUMENT.

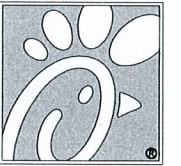
- 1 TUBING - Ø2-3/8" x .154" WALL STEEL TUBING
POWDER COAT FINISH
- 2 SURFACE PLATE - Ø7-1/2" x 1/4" THICK STEEL
PLATE WITH THREE Ø9/16" MOUNTING HOLES
- 3 MOUNTED WITH SIX Ø1/2" x 4-5" STAINLESS STEEL
ANCHOR BOLTS



NOTES

1. ACCESSIBLE PARKING AND ACCESSIBLE AISLES SHALL NOT EXCEED 2% IN SLOPE IN ANY DIRECTION. IF ONLY ONE ACCESS ISLE IS INSTALLED, IT IS TO BE A VAN SIZE.
2. PARKING STALL DIMENSIONING SHALL BE IN ACCORDANCE WITH APPLICABLE GOVERNING AUTHORITIES & ADA STANDARDS. SEE SITE PLAN FOR COMPLETE STRIPING LAYOUT.
3. GENERAL CONTRACTOR SHALL REFER TO PARKING LOT STRIPING SPECIFICATIONS.
4. CONTRACTOR SHALL USE 3" WIDE WHITE REFLECTIVE PAINT FOR STRIPING ON ASPHALT PARKING LOTS.
5. CONTRACTOR SHALL USE 3" WIDE YELLOW REFLECTIVE PAINT FOR STRIPING ON CONCRETE PARKING LOTS.
6. NO WHEEL STOPS TO BE INSTALLED WHEN PARKING IS ADJACENT TO SIDEWALK. BOLLARD WILL BE PROVIDED IN SUBSTITUTION.
7. ADA SIGNS IN BOLLARDS AND BOLLARDS SHALL BE INSTALLED WHEN PARKING IS ADJACENT TO FLUSH CURB OR A RAMP.
8. ALL DIMENSIONS ARE TO CENTERLINE OF STRIPE UNLESS NOTED OTHERWISE.
9. STRIPING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

PARKING SPACE DETAIL
NOT TO SCALE

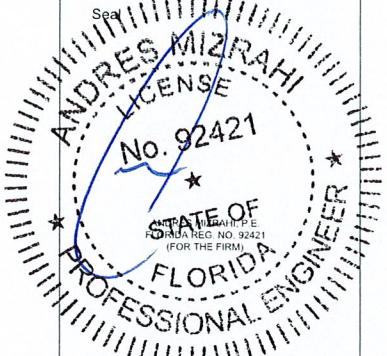


Chick-fil-A

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman

Professional Engineer
No. 92421
State of Florida
(For the Firm)

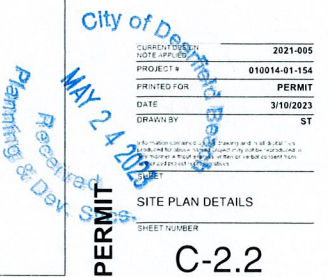


05/24/23

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

REVISION SCHEDULE		DESCRIPTION
NO.	DATE	
1	12/12/2021	PAVEMENT MARKINGS

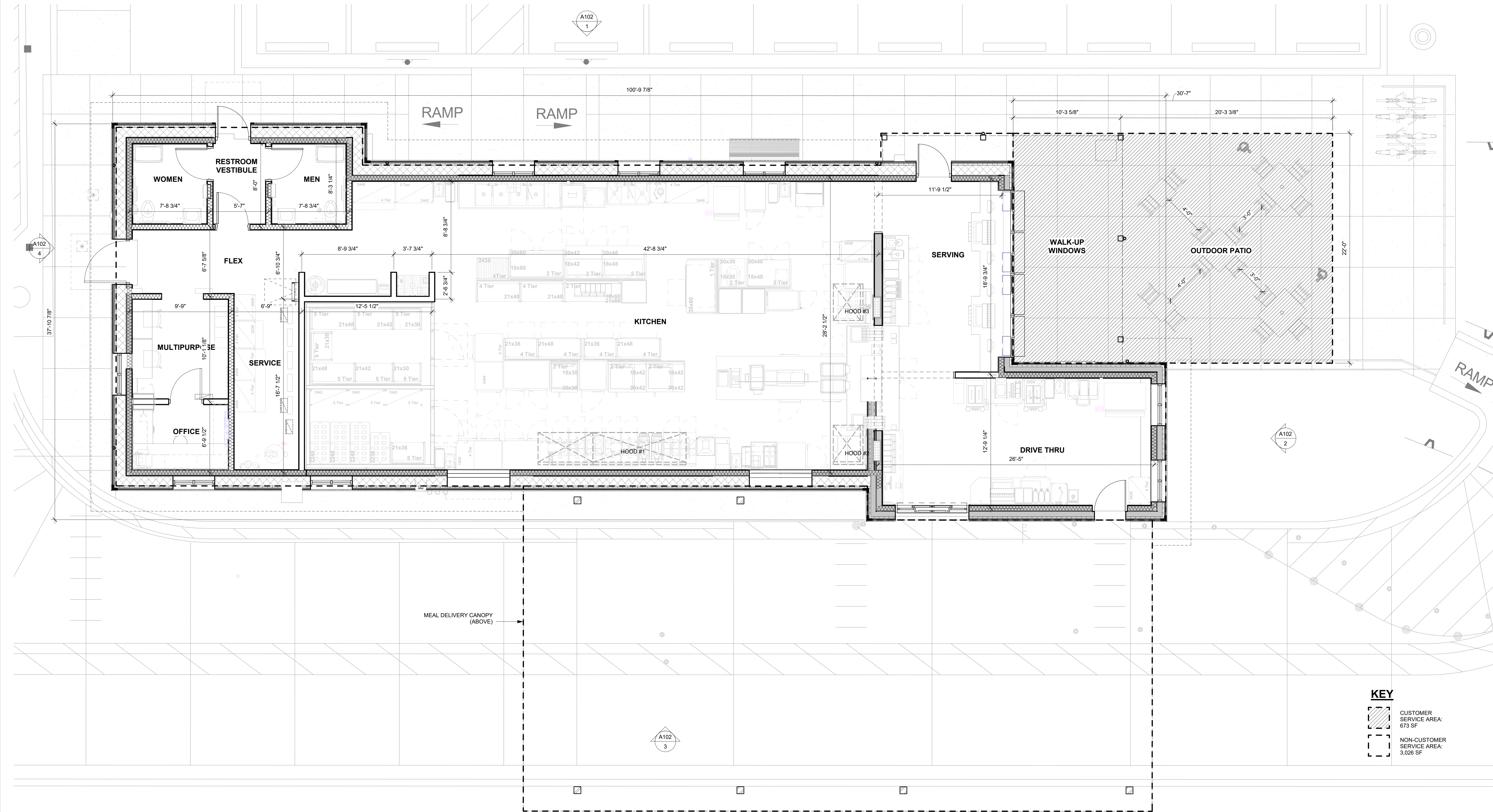


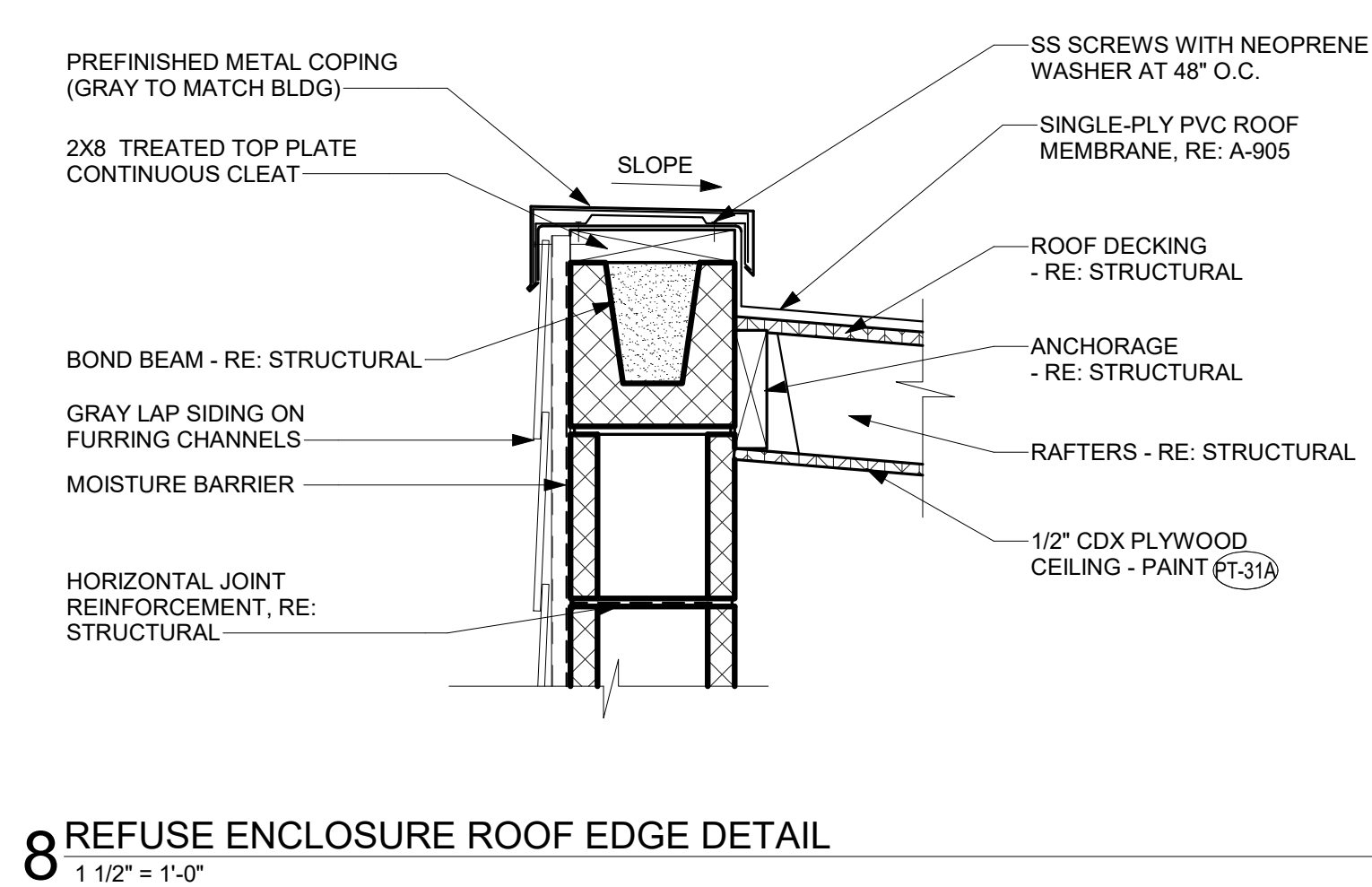
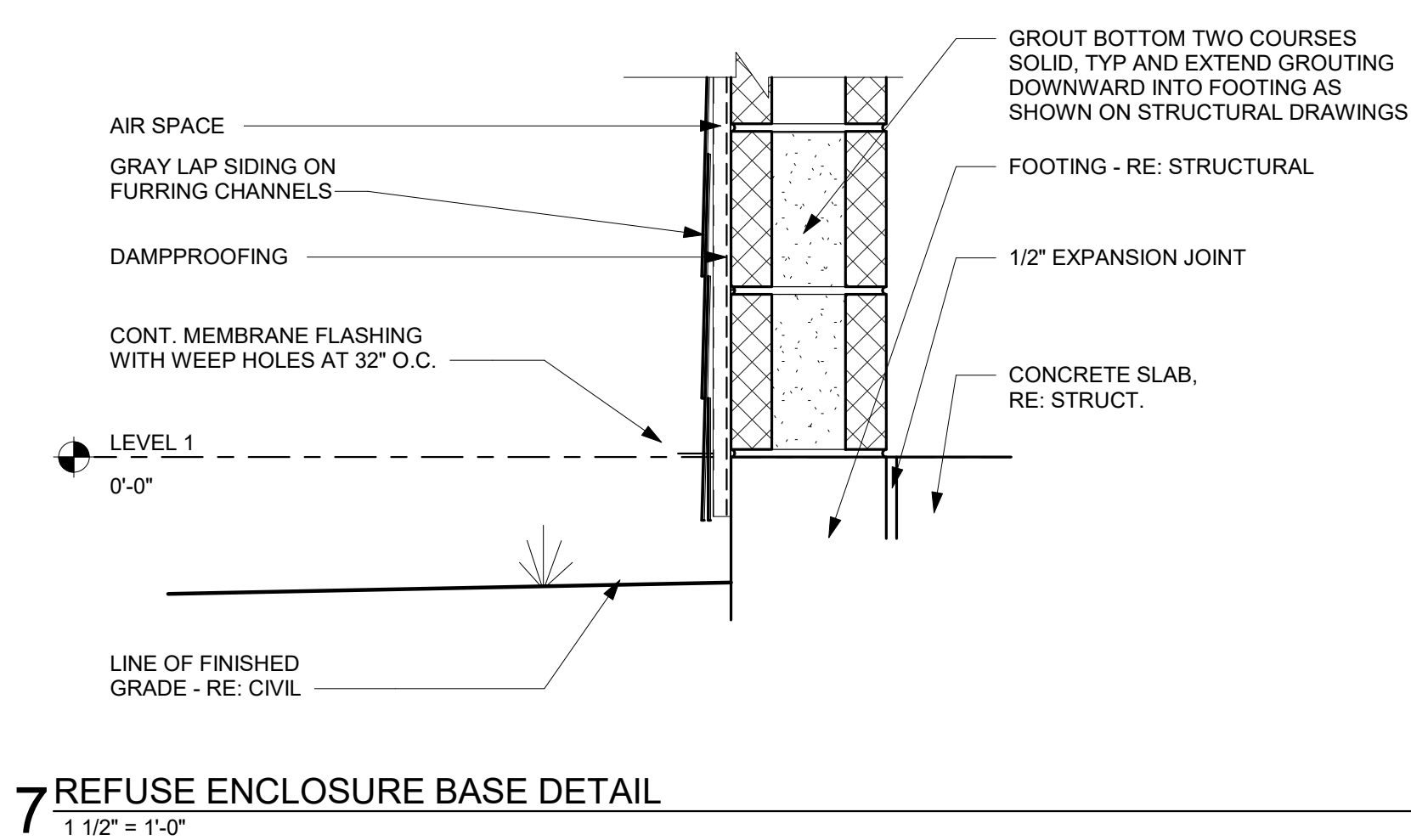
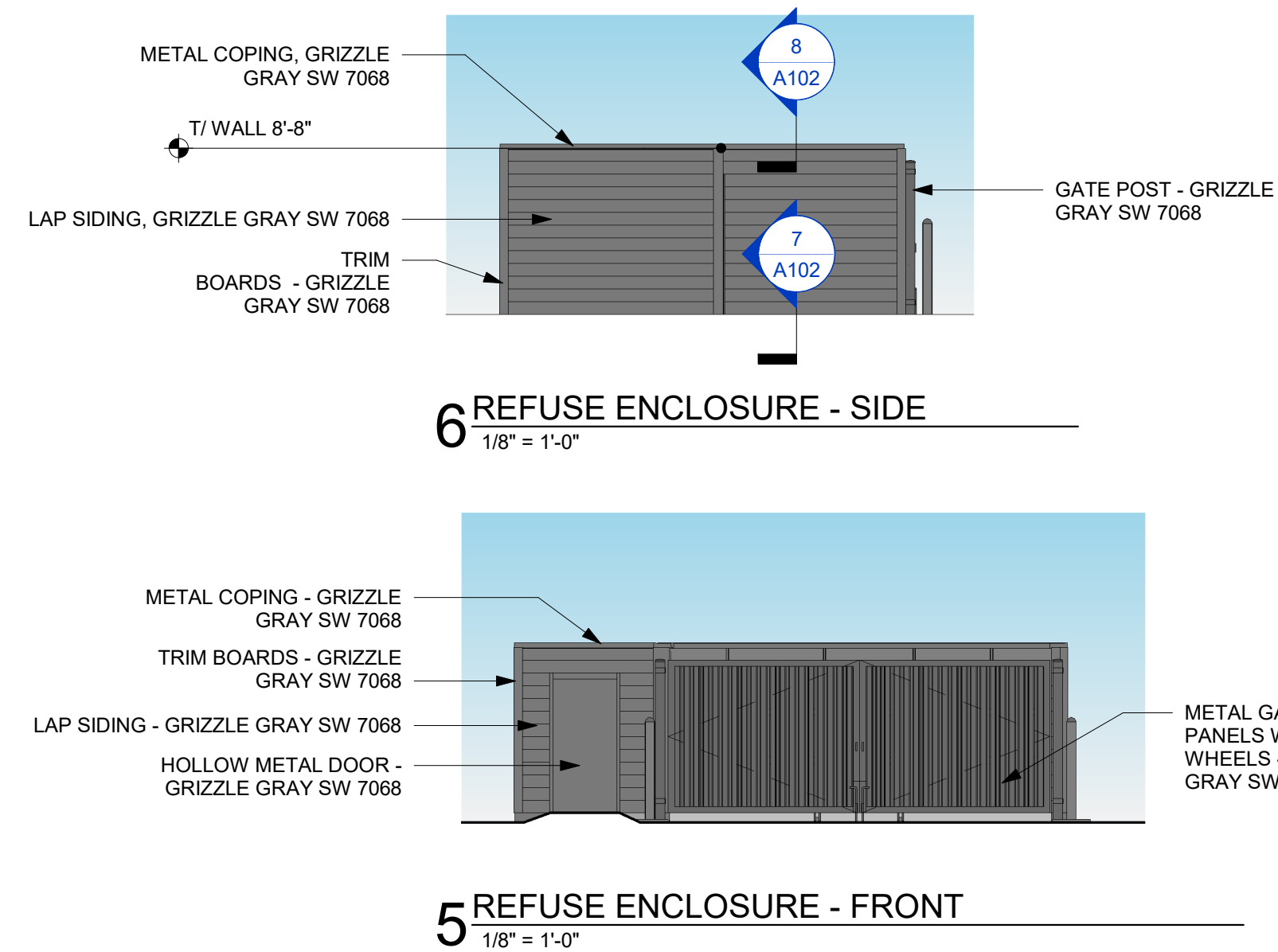
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PROJECT #	010014-01-154
PRINTED FOR	PERMIT
DATE	3/10/2023
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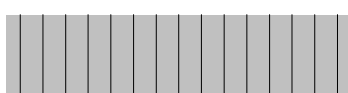
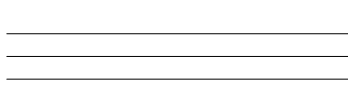
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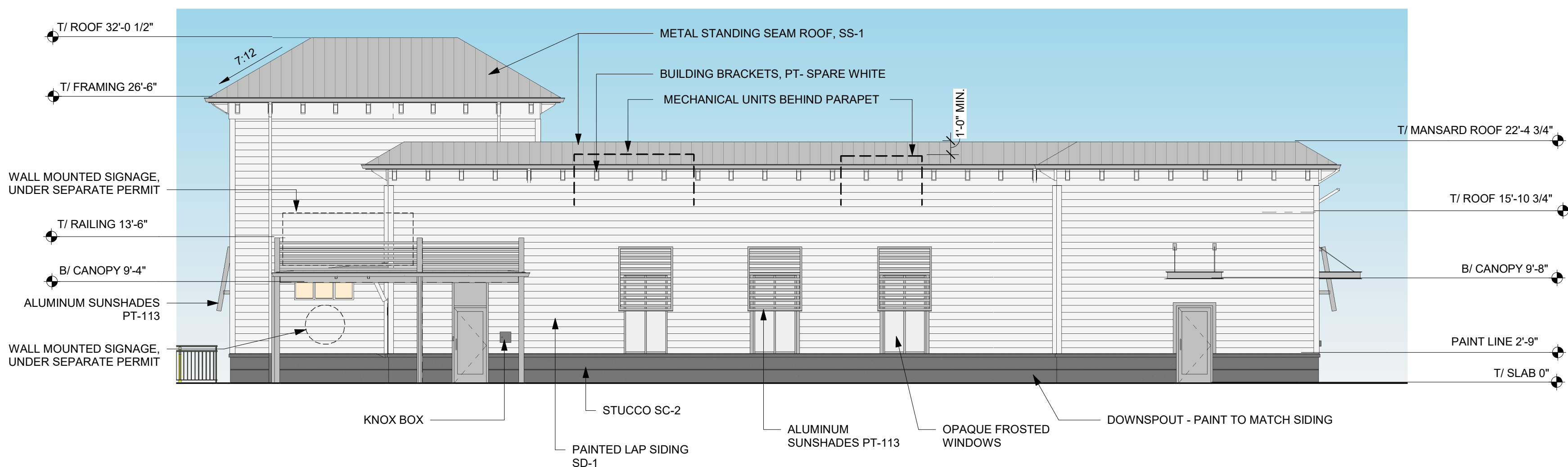
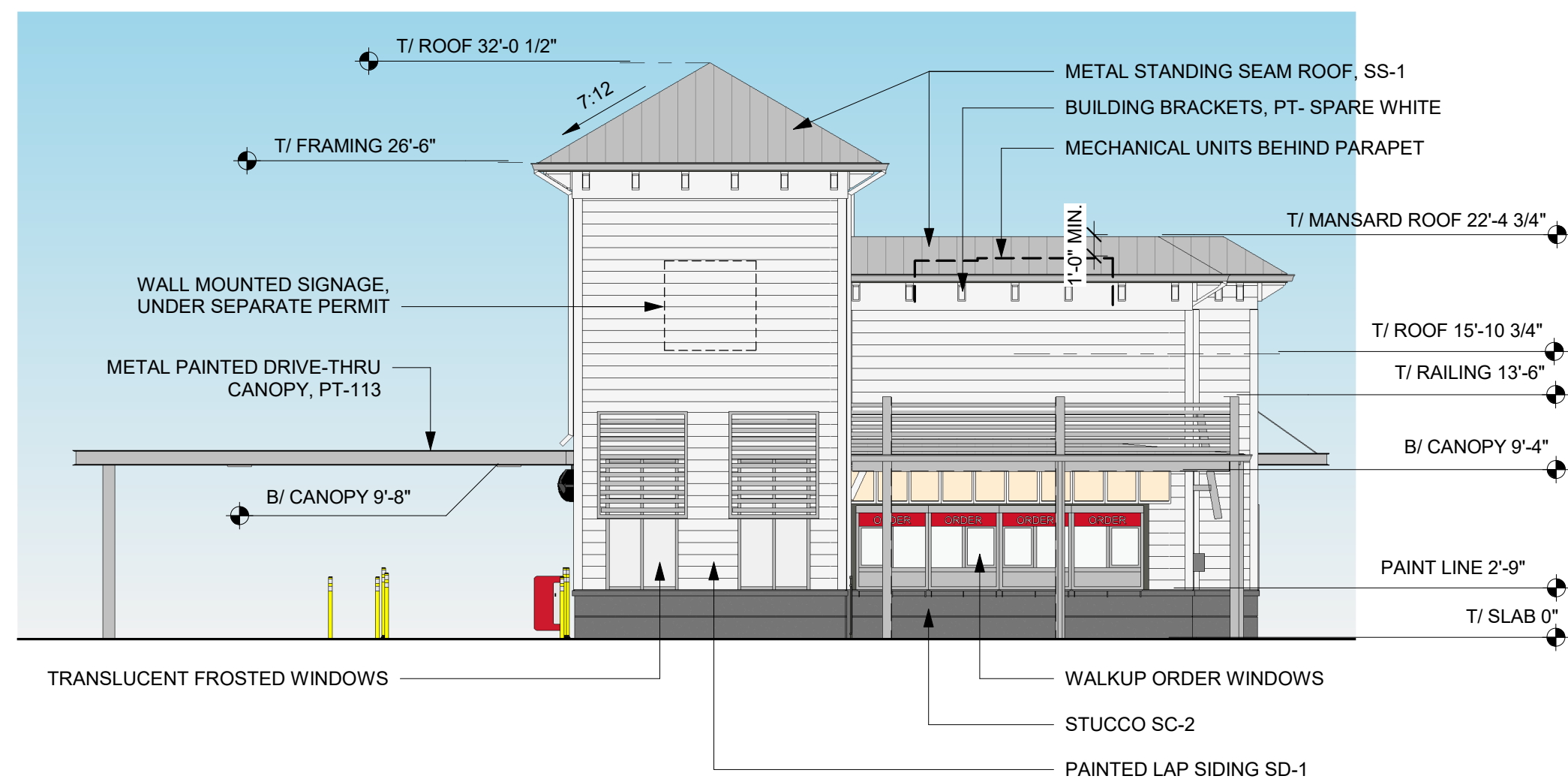
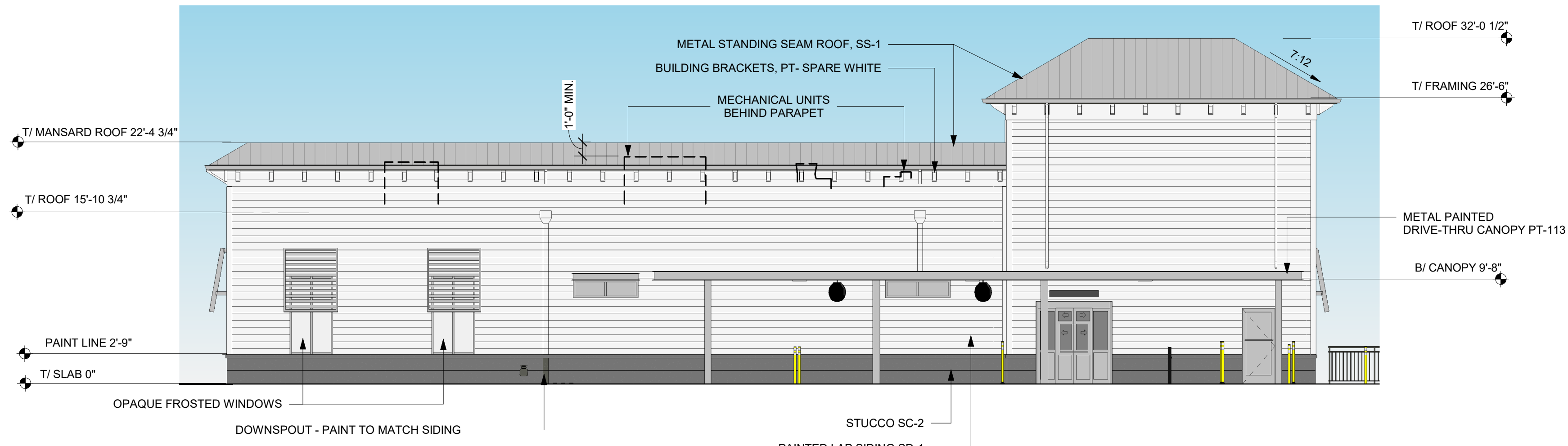
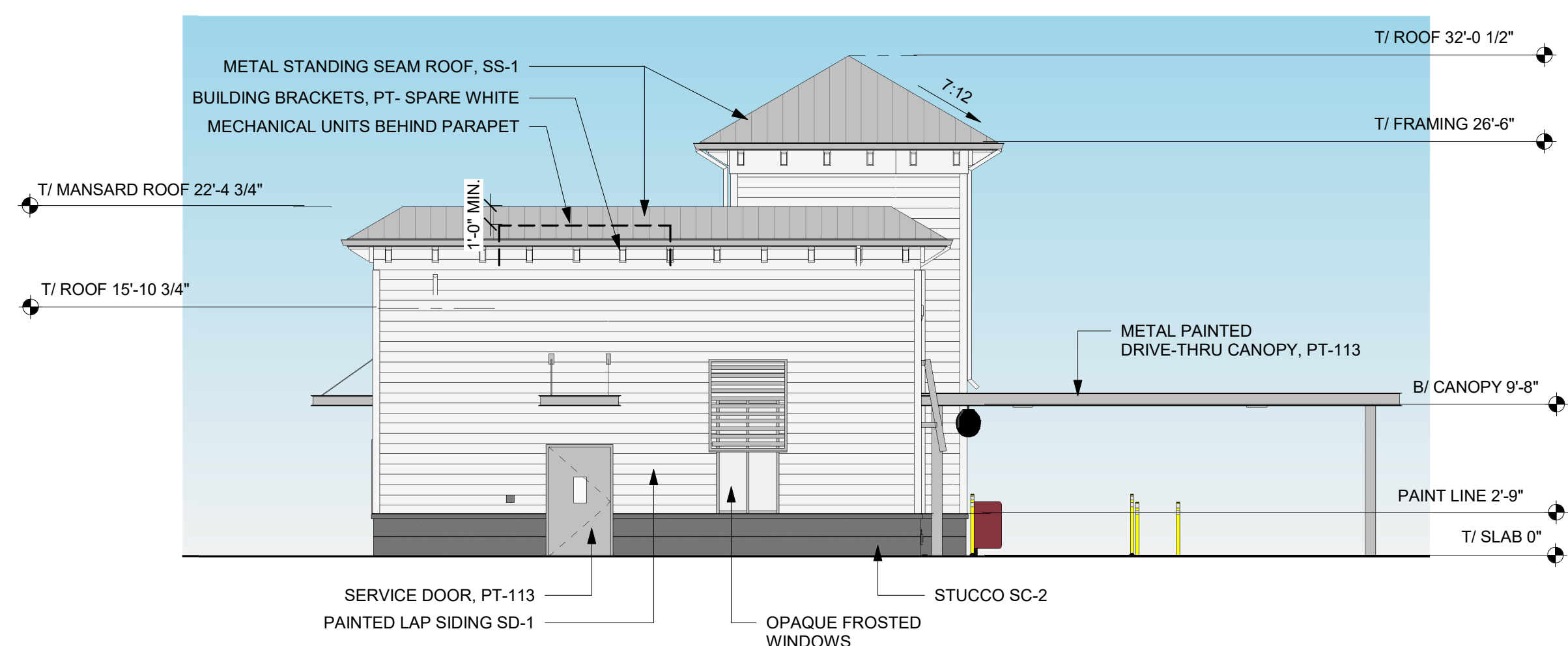
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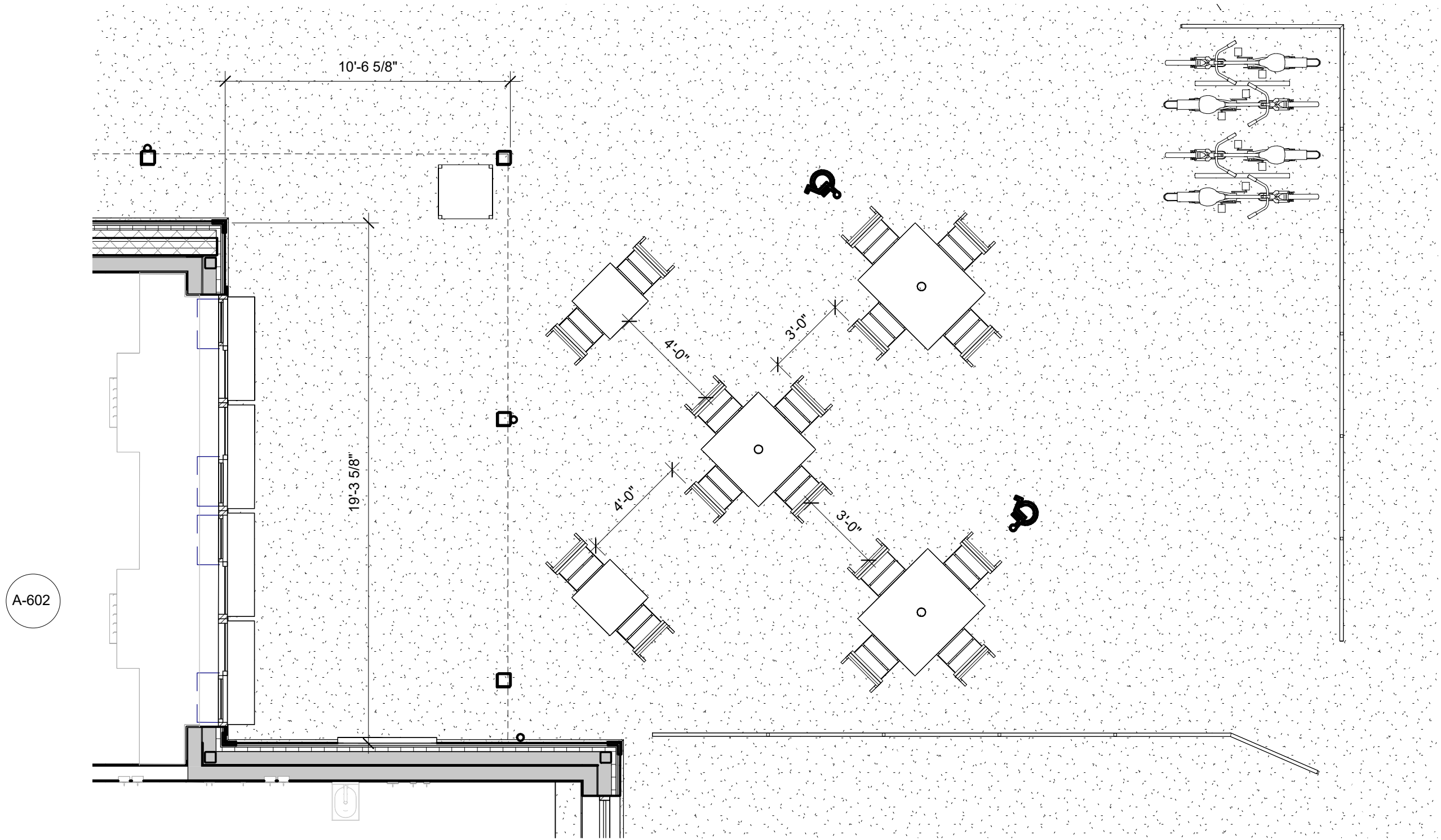
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 EC-1 PREFINISHED METAL COPING COLOR: GRIZZLE GRAY SW 7068	 SS-1 STANDING SEAM METAL ROOF COLOR: BERRIDGE "CITYSCAPE" (TO MATCH MINERAL DEPOSIT SW 7652)
 PT-113 EXTERIOR PAINT COLOR: GRAY FINISH: MINERAL DEPOSIT SW 7652	 SD-1 LAP SIDING COLOR: SPARE WHITE SW 6203
 ST-1 STOREFRONT COLOR: CLEAR ANNODIZED	 SC-2 EIFS - STUCCO COLOR: GRIZZLE GRAY SW 7068



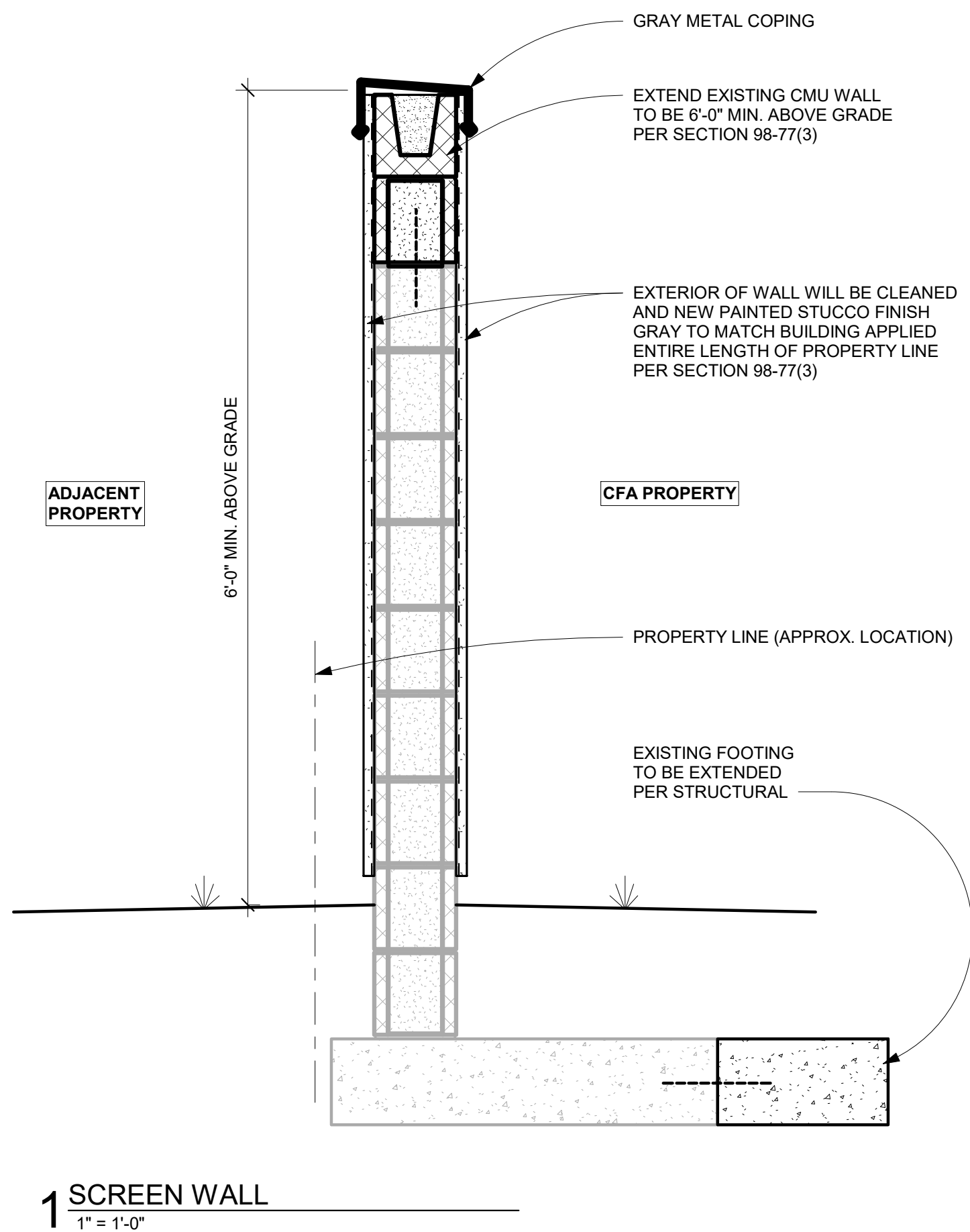


SOLID AWNING EXAMPLE

SHUTTER/AWNING EXAMPLE



2 DINING PATIO PLAN & CUSTOMER SERVICE AREA
1/4" = 1'-0"



1 SCREEN WALL
1" = 1'-0"

EXTERIOR FURNITURE –TABLE

Manufacturer: Benchmark Contract Furniture
Contact Information: Benchmark Contract Furniture 904-246-5060 www.benchmarkcontractfurniture.com
Standard Description: Aluminum tables for use on restaurant patios. ADA options allow room for a wheelchair to approach the table. Table Size: w/ umbrella hole: 36"x36", 36"x44" w/o umbrella hole: 24"x24", 30"x30", 36"x36", 36"x44", 36"x76" <u>Underlined sizes are not ADA compliant</u> Finish: RAL 49 / 66220 (C34 Bronze One coat)
Product Used In: Concepts: All Prototype: All
Ordering Information: Model #: w/o umbrella: 24"x24"- TAB3055-2424-AAL-WJ-BDT 30"x30"- TAB3021-3030-AAL-WJ-BDT 36"x36"- TAB3021-3636-AAL-WJ-BDT 36"x44"- TAB3055-3644-AAL-WJ-BDT 36"x76"- TAB3055-3676-AAL-WJ-BDT w/ umbrella: 36"x36"- TAB3055-3636-AAL-WJ-UH-BDT 36"x44"- TAB3055-3644-AAL-WJ-UH-BDT



	12500	TABLE	09.17.18
	PST		1/1

PATIO CHAIR- WENDOVER

Manufacturer: Benchmark Design Group
Contact Information: Benchmark Design Group 904-246-5060 www.benchmarkdesigngroup.com
Standard Description: Stackable chair for use on restaurant patio. With waterjet Chick-fil-A logo on back. Size: 20"W x 21"D x 18"H Finish: *RAL 49 / 66220 (C34 Bronze One coat) Glide: Acetal Nylon Inset
Product Used In: Concepts: All Prototype: All
Ordering Information: Model #: WENDOVER CHAIR



	12500	PATIO CHAIR- WENDOVER	09.17.18
	PST		1/1



3 SOUTHWEST CORNER - DRIVE-THRU
12" = 1'-0"



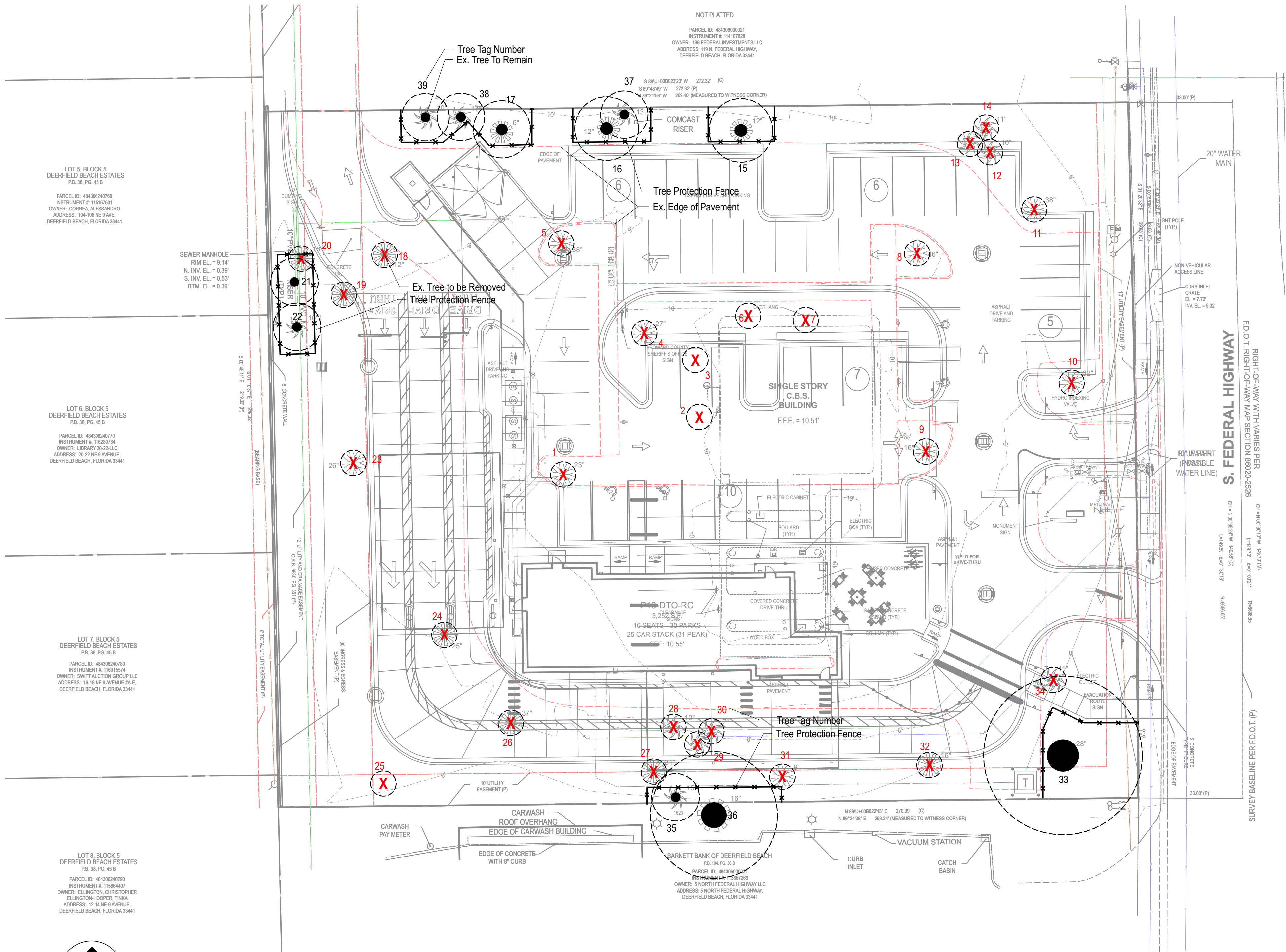
4 SOUTHEAST CORNER - DRIVE-THRU EXIT
12" = 1'-0"



2 NORTHWEST CORNER - RESTROOM ENTRY
12" = 1'-0"

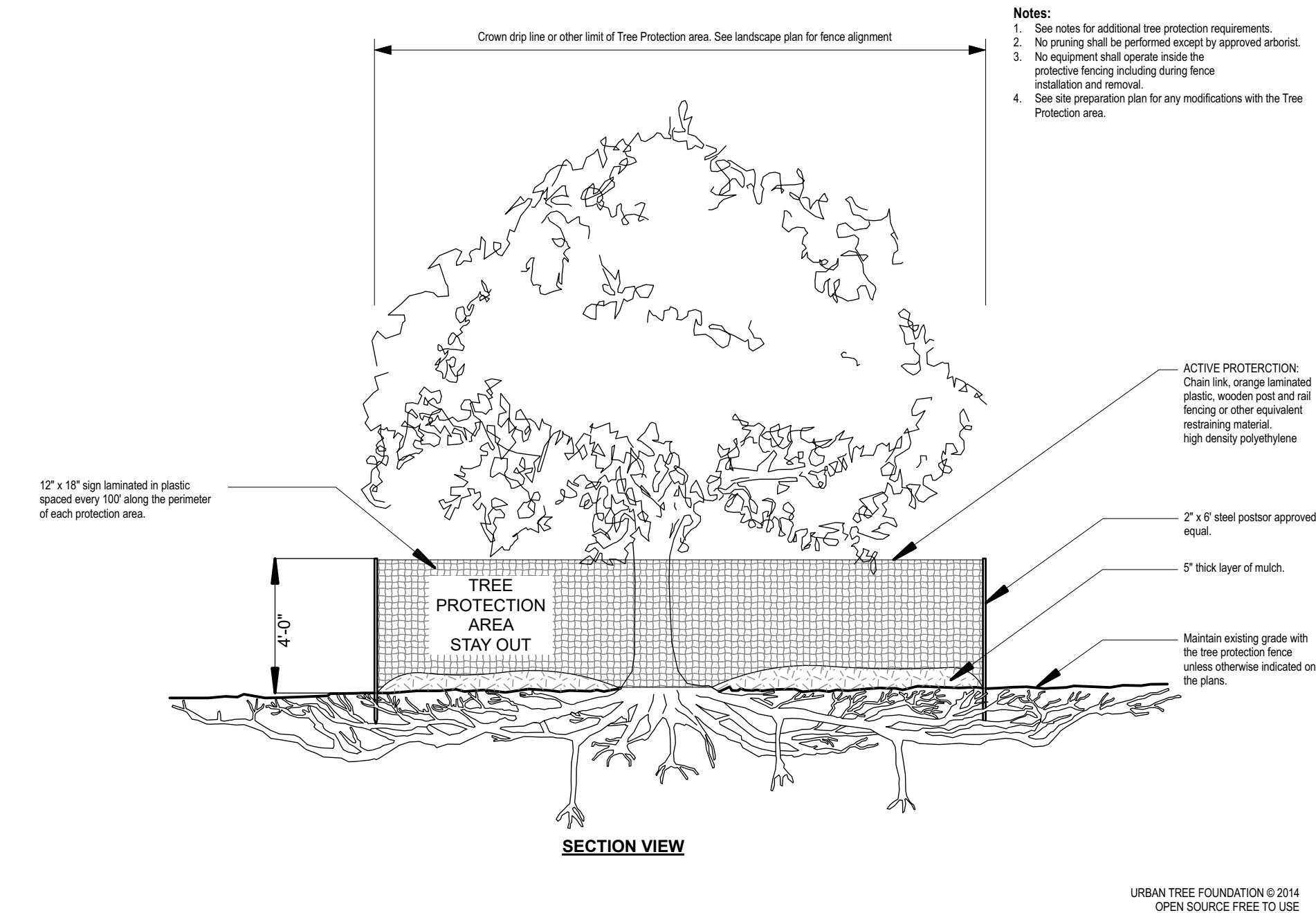


1 NORTH EAST CORNER - WALK UP WINDOW
12" = 1'-0"



LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- TREE PROTECTION FENCING



1 TREE PROTECTION FENCING DETAIL
SCALE: NTS



4613 N. University Dr. #312 Coral Springs, FL 33067

Location: 101 North Federal Highway Deerfield Beach, Florida

Tree #	Common Name	Genus Species	DBH (inches)	Height (feet)	Spread (feet)	Condition	Appraised Value of Specimen Trees	Notes	Disposition
1	Mahogany	Swietenia mahogany	35	40	55	50	--		Remove
2	Christmas palm	Adonia merillii	14	12	65	--			Remove
3	Christmas palm	Adonia merillii	14	20	65	--		Double	Remove
4	Black olive	Terminalia buceras	23	45	68	\$3400.00			Remove
5	Mahogany	Swietenia mahogany	32	50	59	--			Remove
6	Christmas palm	Adonia merillii	8	20	65	--		Double	Remove
7	Christmas palm	Adonia merillii	10	20	65	--		Double	Remove
8	Mahogany	Swietenia mahogany	35	45	60	--			Remove
9	Live oak	Quercus virginiana	16	30	25	65	--		Remove
10	Mahogany	Swietenia mahogany	31	45	40	59	--		Remove
11	Mahogany	Swietenia mahogany	39	50	40	50	--		Remove
12	Cabbage palm	Sabal palmetto	22	15	65	--			Remove
13	Cabbage palm	Sabal palmetto	16	15	75	--			Remove
14	Cabbage palm	Sabal palmetto	23	15	75	--			Remove
15	Pink trumpet tree	Tabebuia heterophylla	15	25	20	65	--		Save
16	Pink trumpet tree	Tabebuia heterophylla	14	25	20	50	--		Save
17	Pink trumpet tree	Tabebuia heterophylla	8	25	18	71	--		Save
18	Pongam	Millettia pinnata	15	35	30	62	--		Remove
19	Pongam	Millettia pinnata	30.5	35	40	65	\$4600.00		Remove
20	Pongam	Millettia pinnata	20	30	46	--			Remove
21	Red tip coco plum	Chiastolium icaco	8	18	15	50	--		Save
22	Cabbage palm	Sabal palmetto	12	15	75	--			Remove
23	Black olive	Terminalia buceras	25	30	84	\$3200.00			Remove
24	Pongam	Millettia pinnata	31	40	50	68	--		Remove
25	Eucalyptus	Acacia auriculiformis	28	50	40	--		Invasive	Remove
26	Pongam	Millettia pinnata	42	40	60	56	--		Remove
27	Black olive	Terminalia buceras	32	35	45	68	\$4600.00		Remove
28	Cabbage palm	Sabal palmetto	17	15	75	--			Remove
29	Cabbage palm	Sabal palmetto	21	15	75	--			Remove
30	Cabbage palm	Sabal palmetto	23	15	75	--			Remove
31	Black olive	Terminalia buceras	9	25	25	93	--		Remove
32	Pongam	Millettia pinnata	46	35	60	71	--		Remove
33	Pongam	Millettia pinnata	27.5	35	50	56	--		Remove
34	Queen palm	Syagrus romanzoffiana	18	20	65	--			Remove
35	Cabbage palm	Sabal palmetto	10	15	71	--			Save
36	Black olive	Terminalia buceras	20	35	40	62	--	On neighboring property, growing over property line 20'	Save
37	Cabbage palm	Sabal palmetto	15	15	75	--			Save
38	Cabbage palm	Sabal palmetto	16	15	75	--			Save
39	Cabbage palm	Sabal palmetto	18	15	75	--			Save
Prepared by:	Justin Rogers	ISA Certified Arborist	FL9547A	Condition ratings assigned in accordance with 9th edition Guide for Tree Appraisal	Palm height measured in gray wood.	Appraised values determined using 9th edition Guide for Tree Appraisal, Trunk Formula Method			

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DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL
FSU# 4991

NO.	DATE	BY	DESCRIPTION
1	6/28/22	1	SWMP Comment

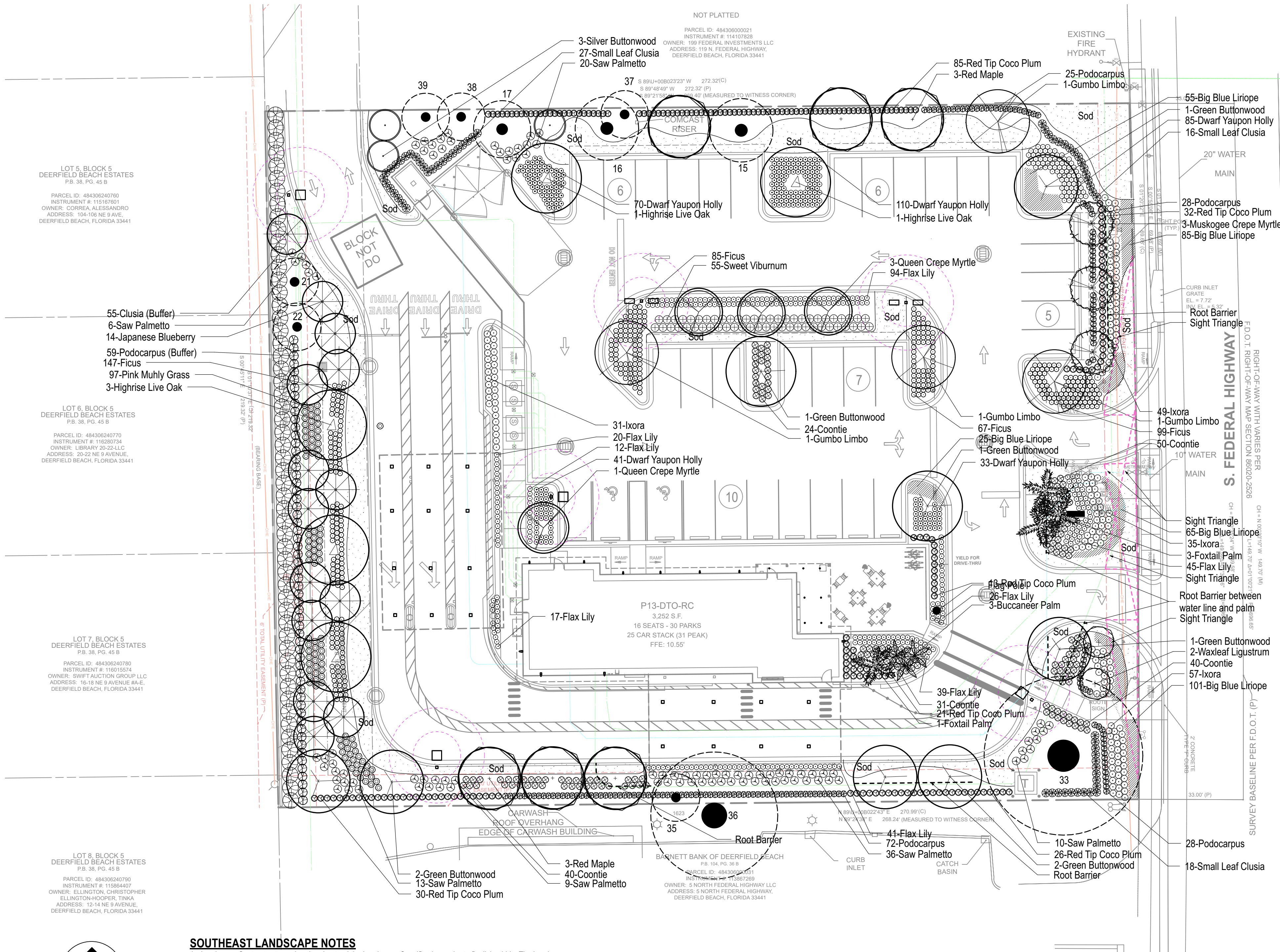
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Tree Disposition Plan

SHEET NUMBER

L-100.1



SOUTHEAST LANDSCAPE NOTES

- Landscape Contractor to read and understand the Landscape Specifications prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
- Contractor is responsible for locating and protecting all underground utilities prior to digging.
- Contractor is responsible for protecting existing trees from damage during construction.
- All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
- All tree protection areas to be protected from sedimentation.
- All tree protection fencing to be inspected daily, and repaired or replaced as needed.
- No parking, storage or other construction activities are to occur within tree protection areas.
- All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
- General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
- In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subgrade to a min. 24" depth. Add topsoil to a 6"-8" bermed height above island curbing; refer to landscape specifications and landscape island detail.
- Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
- Any deviations from the approved set of plans are to be approved by the Landscape Architect.
- Landscaping shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
- Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
- Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
- Annual and perennial beds; add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mini nuggets.
- All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (double shredded hardwood mulch).
- Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and tree. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
- Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched, see Landscape Details.
- Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
- Water thoroughly twice in first 24 hours and apply mulch immediately.
- The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
- Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
- Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
- Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
- Remove stakes and guying from all trees after one year from planting.

PLANT LIST

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
Trees				
6	Acer rubrum	Red Maple	2.5" DBH, 14'-16" Hgt, 6' Spr, 5' CT	FL #1; B & B; single straight leader
4	Bursera simaruba	Gumbo Limbo	2.5" DBH, 14'-16" Hgt, 6' Spr, 5' CT	FL #1; B & B
8	Conocarpus erectus	Green Buttonwood	2.5" DBH, 14'-16" Hgt, 6' Spr, 5' CT	FL #1; B & B
3	Conocarpus erectus 'sericeus'	Silver Buttonwood	1.5" DBH, 8'-10' Hgt, 4.5' Spr, 4' CT	FL #1; Single Leader
14	Elaeocarpus decipiens	Japanese Blueberry	2" DBH, 12'-13' Hgt, 5' Spr	FL #1; Full to ground
3	Lagerstroemia indica x fauriei 'Muskogee'	Muskogee Crepe Myrtle	1.5" DBH, 8'-10' Hgt, 4.5' Spr, 4' CT	FL #1
2	Lagerstroemia speciosa	Queen Crepe Myrtle	1.5" DBH, 8'-10' Hgt, 4.5' Spr, 4' CT	FL #1; Standard
4	Ligustrum japonicum 'Tree Form'	'Tree Form' Waxleaf Ligustrum	1.5" DBH, 8'-10' Hgt, 4.5' Spr, 4' CT	FL #1; Tree Form
3	Pseudophoenix sargentii	Buccaneer Palm	12'-14" Hgt GW	
5	Quercus virginiana 'QVTIA'	Highrise Live Oak	2.5" DBH, 14'-16" Hgt, 6' Spr, 5' CT	FL #1; B & B
4	Wodyetia bifurcata	Foxtail Palm	12'-14" Hgt GW	FL #1
Shrubs				
207	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	24" Hgt x 24" Spr	Hedge, plant 24" OC; full, low branched
61	Clusia guttifera	Small Leaf Clusia	30" Hgt x 24" Spr	Hedge; plant 24" OC; full, low branched
55	Clusia guttifera (Buffer)	Clusia (Buffer)	5'-6" Hgt x 3'-4" Spr	Hedge; plant 48" OC
398	Ficus microcarpa 'Green Island'	Green Island Ficus	3 Gal; 14" Hgt x 14" Spr	Plant 18" OC; full, low branched
339	Ilex vomitoria 'Stokes Dwarf'	Stokes Dwarf Yaupon Holly	3 Gal; 14" Hgt x 15" Spr	Plant 18" OC; full, low branched
172	Ixora 'Mau Red'	Ixora	3 Gal; 15" Hgt x 20" Spr	Plant 24" OC; full
97	Muhlenbergia capillaris	Pink Muhly Grass	3 Gal; 22" Hgt x 18" Spr	Plant 24" OC
59	Podocarpus 'Maki' (Buffer)	Shrubby Yew Podocarpus	4" Hgt x 2" Spr.	Hedge; plant 30" OC
153	Podocarpus macrophyllus 'Maki'	Shrubby Yew Podocarpus	24" Hgt x 18" Spr.	Hedge, plant 18" OC; full, low branched
94	Serenoa repens 'Cinerea'	Silver Saw Palmetto	7 Gal.; 24" Hgt x 24" Spr	Plant 48" OC
95	Viburnum odoratissimum	Sweet Viburnum	3 Gal; 24" Hgt x 24" Spr	Plant 30" OC; full, low branching
185	Zamia pumila	Coontie	3 Gal; 20" Hgt x 20" Spr	Plant 36" OC
Groundcovers				
294	Dianella tasmanica	Blueberry Flax Lily	3 Gal; 18" Hgt x 16" Spr	Plant 18" OC
331	Liriope muscari 'Big Blue'	Big Blue Liriope	3 Gal; 16" Hgt x 15" Spr	Plant 18" O.C.
4462	Cynodon dactylon	Hybrid Bermuda Grass	SF; Sod	
Other				

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN

LANDSCAPE REQUIREMENTS

REQUIRED	1. Pervious Area:	1 tree, 10 shrubs, 10 groundcover per 1,500 SF of pervious area. 19,739 SF pervious area / 1500	= 13 Trees = 132 Shrubs = 132 Groundcover
PROVIDED		3 Silver Buttonwood, 4 Crepe Myrtle, 6 Ex. Palm Ixora, Gold Mound, Coontie Flax Lily	= 13 Trees = 202 Shrubs = 158 Groundcover
REQUIRED	2. Perimeter Buffers:		
	Federal Hwy:	10' buffer w/ 1 - 14'-16" Hgt Tree per 40LF (177 LF / 40) 1 - Small Tree per 100 LF (177 LF / 100) 24" Continuous Hedge	= 4 Large Trees = 2 Small Trees = 24" Hgt Hedge
	South PL:	5' buffer w/ 1 - 14'-16" Hgt Tree per 40 LF (270 LF / 40) 24" Continuous Hedge	= 7 Trees = 24" Hgt Hedge
	West PL:	10' buffer w/ 1 - 14'-16" Hgt Tree per 20LF (219 LF / 20) 6' Hgt Fence Multi-height buffer plantings	= 11 Trees = 6' Hgt Fence = 6' Hgt, 4' Hgt, 2' Hgt Buffer
	North PL:	5' buffer w/ 1 - 14'-16" Hgt Tree per 40 LF (242 LF / 40) 24" Continuous Hedge	= 6 Trees = 24" Hgt Hedge
PROVIDED	Federal Hwy:	10' buffer w/ 1 Ex. large tree, 2 Green Buttonwood, 2 Ligustrum (small tree due to OHP) 2 Crepe Myrtle 24" Hgt, 24" OC Podocarpus Hedge + Coco Plum	= 4 Large Trees = 2 Small Trees = 24" Podocarpus Hedge
	South PL:	5' Buffer w/ 3 Maple, 4 Green Buttonwood 24" Hgt, 24" OC Red Tip Cocoplum hedge + Podocarpus	= 7 Trees = 24" Cocoplum Hedge
	West PL:	3 Oak, 1 Ex. Coco Plum, 1 Ex. Sabal Palm, 6 Japanese Blueberry 6' Hgt Privacy Wall	= 11 Trees = 6' Hgt Privacy Fence
	North PL:	5'-6" Hgt Clusia, 4' Hgt Podocarpus, 22" Hgt Muhly, 14" Hgt Green Ficus 1 Gumbo Limbo, 3 Ex. Pink Trumpet, 3 Maple 24" Hgt, 24" OC Red Tip Cocoplum Hedge + Podocarpus	= 6' Hgt, 4' Hgt, 2' Hgt Buffer = 7 Trees = 24" Cocoplum Hedge
REQUIRED	3. Parking Islands:		
	Terminal Island:	1 Tree and 20 shrubs per island 10' inside dimension	= 9 Trees = 180 Shrubs
	Interior Island:	1 Island per 10 parking spaces	
PROVIDED		2 Live Oak, 3 Gumbo Limbo, 3 Green Buttonwood, 1 Crepe Myrtle Green Island Ficus, Dwf. Yaupon Holly, Viburnum, Coontie	= 9 Trees = 180 Shrubs
REQUIRED	4. Foundation Plantings:		
	Bldg Facade:	Full length planting strip along facade facing parking, min. 5' wide Group of 3 Palms, or 1 shade tree Palm per 40 LF of facade facing parking (100 LF / 40) 10 Shrubs and 30 Groundcover per 40 LF of facade facing parking (100 LF / 40) *plantings can be grouped where appropriate * Greenscreen can sub for req, trees if total section of greenscreen is 25% of each facade where its proposed.	= 5' Wide Planting Strip = 3 Large or 9 Small Palm = 25 Shrubs = 75 Groundcover
PROVIDED		3 Buccaneer Palms, 1 Foxtail Palm Red Tip Cocoplum, Coontie Flax Lily	= 4 Small Palms = 25 Shrubs = 75 Groundcover
REQUIRED	5. General Landscape:	No more than 30% single tree species shall be used (56 trees req x 30%) 56 Trees required, must use a minimum of 6 different Tree Species Maximum 20% of total trees can be Palms (56 trees req x 20%) Minimum 50% of Trees and Palms shall be native (56 trees req x 50%) Minimum 40% of the trees shall be Large Trees: 14'-16" Hgt, 6' Spr, 5' CT (56 trees x 40%) Maximum 20% of the trees shall be Medium Trees: 12'-13" Hgt, 5' Spr, 4.5' CT (56 trees x 20%) Maximum 20% of the trees shall be Small Trees: 8'-10" Hgt, 4.5' Spr, 4' CT (56 trees x 20%) Minimum 20% of the trees shall be Flowering Trees *Shrubs utilized as a Hedge shall be installed at 24" Hgt, 18" on center. *Groundcover must achieve 75% coverage at install. *Shall have root barrier if trees are planted within 6' of any utility or hardscape (18" deep, extended 5')	= 17 of any one species = 6 Tree Species = 12 Palms Maximum = 28 Native Trees/Palms = Minimum 22 Large Trees = Maximum 11 Medium Trees = Maximum 11 Small Trees = Minimum 11 Flowering Trees
PROVIDED		14 of any species being utilized on this site. 11 Tree species being proposed for use Foxtail Palm, Sabal Palm, Buccaneer Palm Red Maple, Gumbo Limbo, Live Oak, Green & White Buttonwood, Buccaneer Palm Red Maple, Gumbo Limbo, Live Oak, Green Buttonwood Japanese Blueberry Waxleaf Ligustrum, Crepe Myrtle, Silver Buttonwood Crepe Myrtle, 3 Ex. Pink Trumpet	= 14 of any once species = 11 Tree Species = 7 Palms = 30 Native = 29 Large Trees = 14 Medium Trees = 13 Small Trees = 10 Flowering Trees
REQUIRED	6. Tree Preservation:	No loss of tree canopy coverage upon maturity of replacement trees. Payment vs Planting = \$200.00 per 3" DBH replacement tree	= PAYMENT INTO TREE FUND
	Trees Removed:	4 Specimen trees removed: Tree Tag #'s 4, 19, 23, 27 *see sheet L-100.1 for appraised value 8 Non-Specimen trees removed w/ 60% condition of better: Tree Tag #'s 9, 15, 17, 18, 24, 31, 32, 36	= \$20,900.00 Appraised Value payment into a tree fund = 160" DBH Total
	Less Tree Replacement:	8 Japanese Blueberry planted over and above required plantings @ 2" DBH *160 Total DBH removed - 16" DBH planted *144 DBH / 3" DBH Replacement @ \$200 value = 48 (3") trees x \$200	= 16 DBH Planted toward mitigation = 144" DBH for payment into a tree fund = \$9,600.00 Replacement Value payment into a tree fund
	Total Tree Fund Payment:	\$20,900.00 Specimen Tree + \$9,600.00 Non-Specimen	= \$30,500.00 Total Payment for Specimen & Non-Specimen Removal



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DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL

FSU# 4991

NO.	DATE	BY	DESCRIPTION
1	6/28/22	AN	SWMP Comment
2	9/27/22	AN	City Comments
3	1/19/23	AN	City Comments
4	3/21/23	AN	City Comments
5	4/24/23	AN	City Comment
6	6/29/23	MB	CAB Comments

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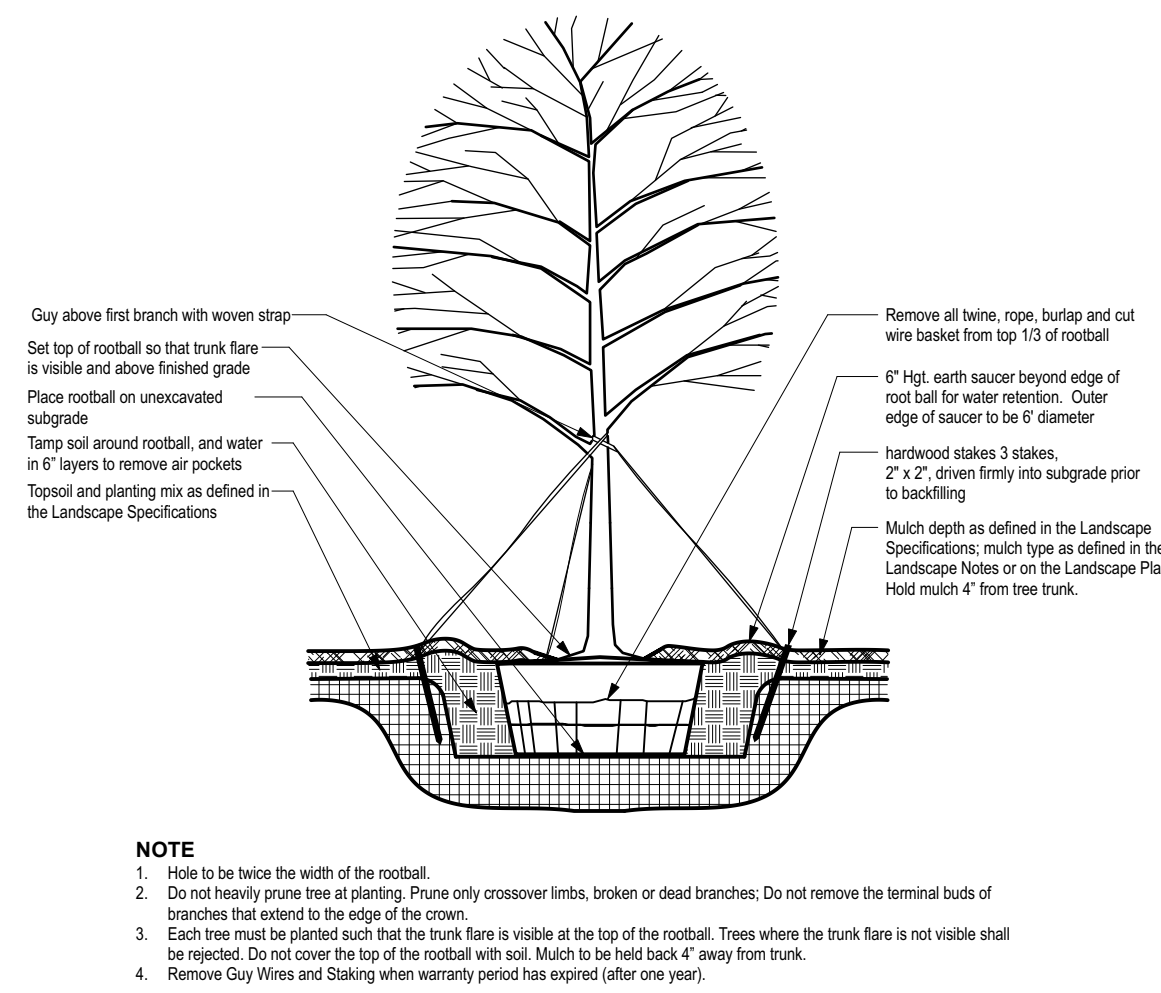
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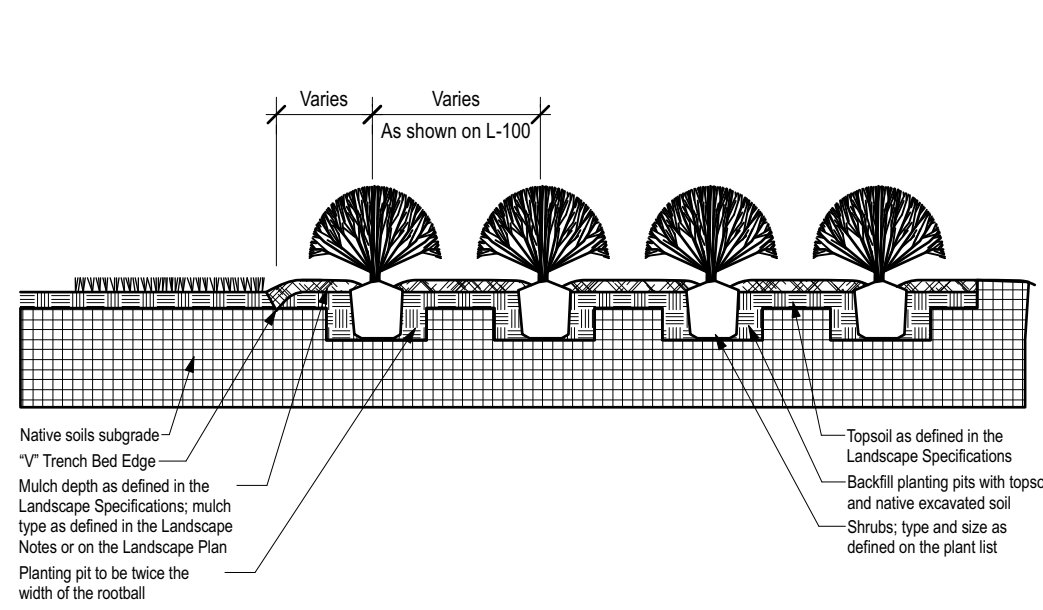
PERMIT Landscape Plan

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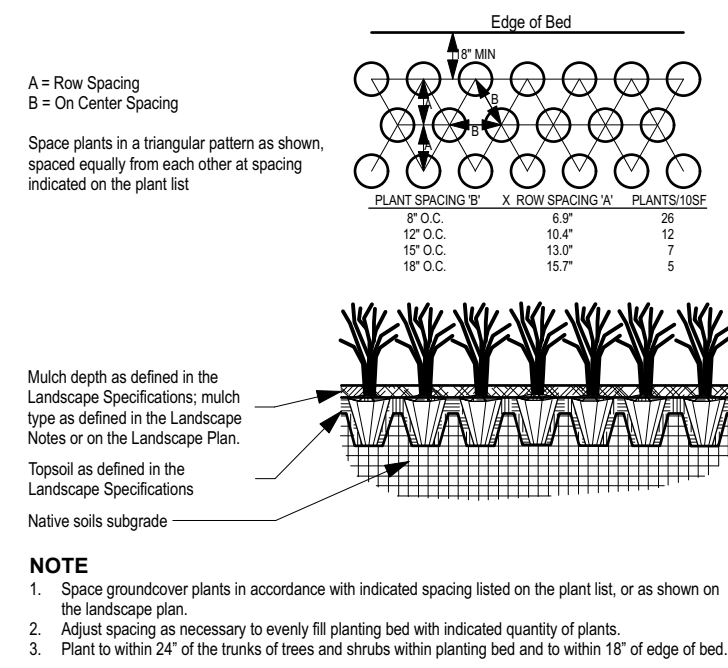
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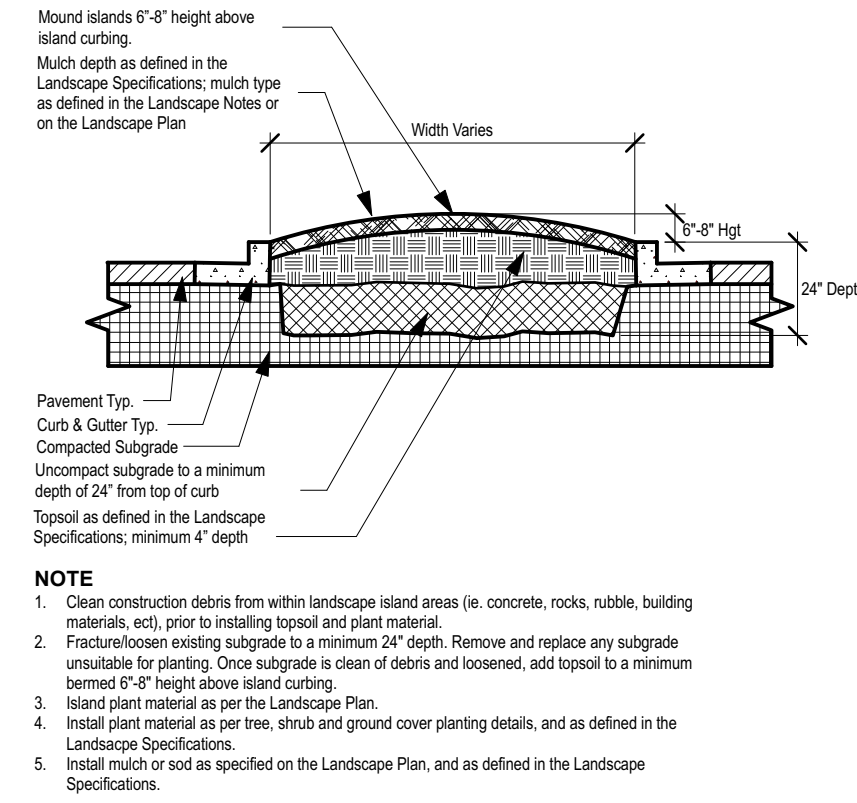
1 **TREE PLANTING & STAKING**
SCALE: NTS



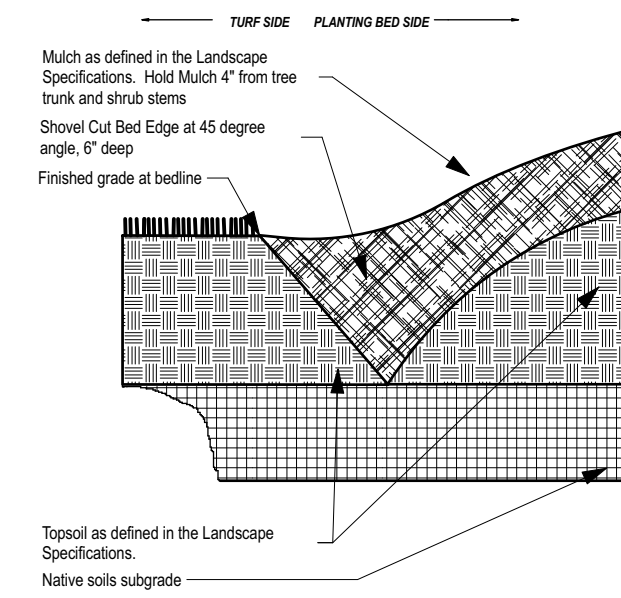
2 **SHRUB BED PLANTING DETAIL**
SCALE: NTS



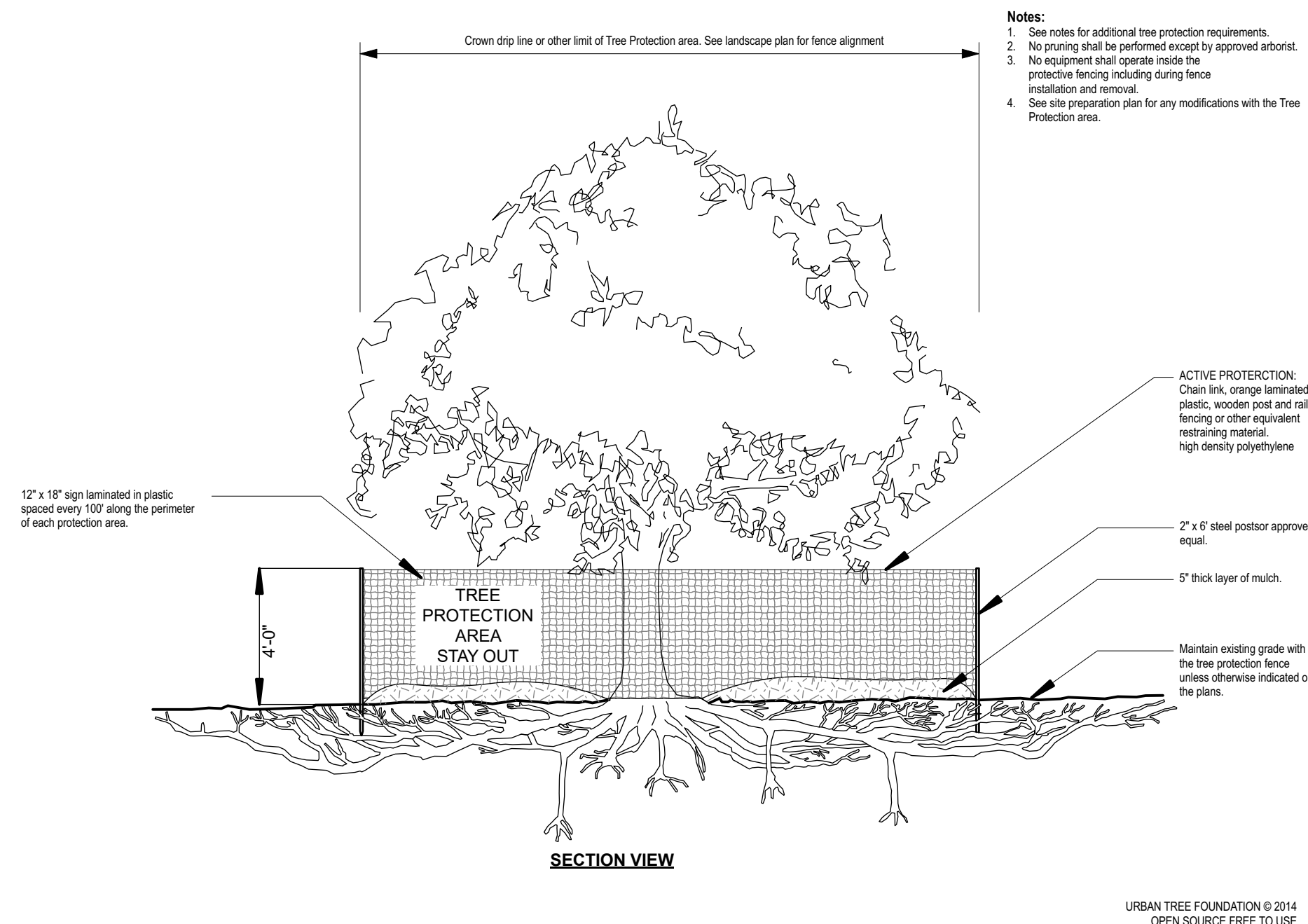
3 **GROUNDCOVER PLANTING DETAIL**
SCALE: NTS



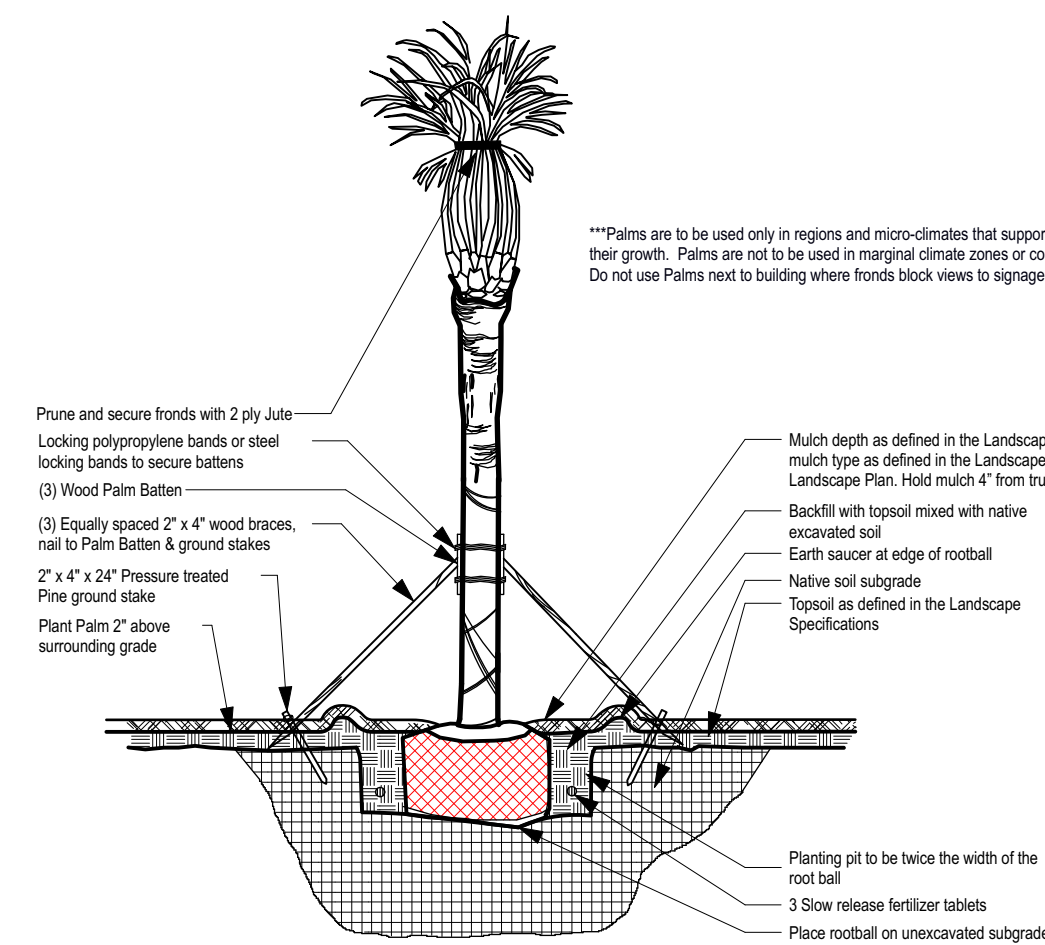
4 **PARKING ISLAND DETAIL**
SCALE: NTS



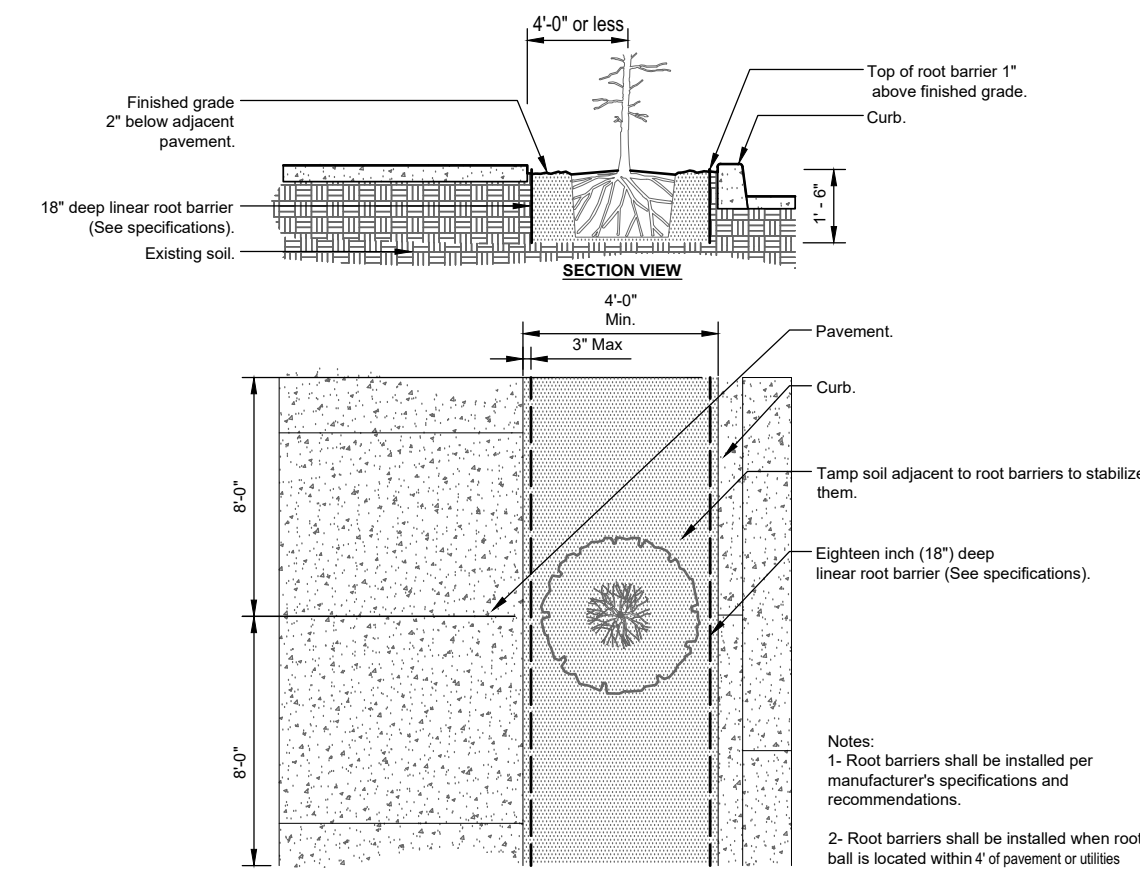
5 **"V\"/>**



6 **TREE PROTECTION FENCING DETAIL**
SCALE: NTS



7 **PALM PLANTING & STAKING DETAIL**
SCALE: NTS



NDS Root Barrier Panels

Part No.	Description	Color	Pkg. Qty.	Wt. Ea. Lbs.	Product Class
SM-1220	12" x 20 ft. Roll	Black	1	10.00	SOLP
SM-1820	18" x 20 ft. Roll	Black	1	14.00	SOLP
SM-2420	24" x 20 ft. Roll	Black	1	18.00	SOLP
SM-3620	36" x 20 ft. Roll	Black	1	22.00	SOLP

8 **ROOT BARRIER DETAIL**
SCALE: NTS

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2	9/27/22	AN	City Comments
3	1/19/23	AN	City Comments

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SHEET

Landscape Details

SHEET NUMBER

L-101

LANDSCAPE SPECIFICATIONS

PART 1 - GENERAL

DESCRIPTION

Provide trees, shrubs, ground covers, sod, and annuals/perennials as shown and specified on the landscape plan. The work includes:

- 1. Soil preparation.
- 2. Trees, shrubs, ground covers, and annuals/perennials.
- 3. Planting mixes.
- 4. Top Soil, Mulch and Planting accessories.
- 5. Maintenance.
- 6. Decorative stone.

Related Work:

- 1. Irrigation System; if provided, see irrigation specifications (sheet L-2.2)

QUALITY ASSURANCE

Plant names indicated; comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.

Nursery Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

Before submitting a bid, the Contractor shall have investigated the sources of supply and be satisfied that they can supply the listed plants in the size, variety and quality as specified. Failure to take this precaution will not relieve the Contractor from their responsibility for furnishing and installing all plant materials in strict accordance with the Contract Documents without additional cost to the Owner. The Landscape Architect shall approve any substitutions of plant material, or changes in plant material size, prior to the Landscape Contractor submitting a bid.

DELIVER, STORAGE AND HANDLING

Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Landscape Architect. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches. Cover plants transported on open vehicles with a protective covering to prevent wind burn.

PROJECT CONDITIONS

Protect existing utilities, paving, and other facilities from damage caused by landscape operations.

A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

The irrigation system will be installed prior to planting. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components damaged during planting operations; at the Contractor's expense. Refer to the irrigation specifications, irrigation plan and irrigation details.

Do not begin landscape accessory work before completion of final grading or surfacing.

WARRANTY

Warrant plant material to remain alive, be healthy and in a vigorous condition for a period of 1 year after completion and final acceptance of entire project.

Replace, in accordance with the drawings and specifications, all plants that are dead or, are in an unhealthy, or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for 1 year after installation.

Warranty shall not include damage, loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, winds over 75 miles per hour, winter kill caused by extreme cold, severe winter conditions not typical of planting area, and/or acts of vandalism or negligence on a part of the Owner.

Remove and immediately replace all plants, found to be unsatisfactory during the initial planting installation.

Maintain and protect plant material, lawns, and irrigation until final acceptance is made.

ACCEPTANCE

Inspection of planted areas will be made by the Owner's representative.

- 1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.

Upon acceptance, the Contractor shall commence the specified plant maintenance.

CODES, PERMITS AND FEES

Obtain any necessary permits for this Section of Work and pay any fees required for permits.

The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto; also as depicted on the landscape and irrigation construction set.

PART 2 - PRODUCTS

MATERIALS

Plants: Provide typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems; healthy, vigorous plants free from defects, disfiguring knots, sun scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces. Plants held on storage will be rejected if they show signs of growth during the storage period.

1. Balled and plants wrapped with burlap, to have firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls, or signs of circling roots are not acceptable.
2. Container- grown stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in the container.
 - b. Container stock shall not be pot bound.
3. Plants planted in rows shall be matched in form.
4. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.
 - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
5. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the plant list.
6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
7. Evergreen trees shall be branched to the ground or as specified in plant list.
8. Shrubs and small plants shall meet the requirements for spread and height indicated in the plant list.
 - a. The measurements for height shall be taken from the ground level to the height of the top of the plant and not the longest branch.
 - b. Single stemmed or thin plants will not be accepted.
 - c. Side branches shall be generous, well-twiggd, and the plant as a whole well-bushed to the ground.
 - d. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other root or branch injuries.

ACCESSORIES

Topsoil: Shall be Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay lumps, coarse sands, stones, roots, sticks, and other foreign materials, with acidity range of between pH 6.0 and 6.8.

Note: All planting areas shall be cleaned of construction debris (ie. Concrete, rubble, stones, building material, etc.) prior to adding and spreading of the top soil.

1. Sod Areas: Spread a minimum 4" layer of top soil and rake smooth.
2. Planting bed areas: Spread a minimum 4" layer of top soil and rake smooth.

3. Landscape Islands/Medians: Fracture/loosen existing subgrade to a minimum 24" depth. Remove and replace any subgrade unsuitable for planting. Once subgrade is clean of debris and loosened, add topsoil to a minimum berm 6"-8" height above island curbing.
4. Annual/Perennial bed areas: Add a minimum of 4" organic matter and till to a minimum 12" depth.

Mulch: Type selected dependent on region and availability; see landscape plans for type of mulch to be used. Hold mulch 4" from tree trunks and shrub stems.

1. Hardwood (color) dark brown, 6 month old well rotted double shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust. Install minimum depth of 3".
2. Pine Straw: Pine straw to be fresh harvest, free of debris, bright in color. Bales to be wired and tightly bound. Needles to be dry. Install minimum depth of 3".
3. River Rock: (color) light gray to buff to dark brown, washed river rock, 1" - 3" in size. Install in shrub beds to a even depth of 3". Weed control barrier to be installed under all rock mulch areas. Use caution during installation not to damage plant material.
4. Mini Nuggets: Install to a minimum depth of 2"-3" at all locations of annual and perennial beds. Lift the stems and leaves of the annuals and carefully spread the mulch to avoid injuring the plants. Gently brush the mulch off the plants.

Guying/Staking:

1. Arborite: Green (or white) staking and guying material to be flat, woven, polypropylene material, 1/2" wide 900 lb. break strength. Arborite shall be fastened to stakes in a manner which permits tree movement and supports the tree.
2. Remove Guying/Staking after one year from planting.

Tree Wrap: Tree wraps should be used on young, newly planted thin-barked trees (Cherry, Crabapple, Honey Locust, Linden, Maple, Mountain Ash, Plum) that are most susceptible to sun scald/Sunburn. Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe Draft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Wrap the tree in the fall and leave the wrap in place throughout the winter and early spring. Tree wraps are temporary and no longer needed once trees develop corky bark.

PART 3 - EXECUTION

INSPECTION

Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve top soil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, and work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.

PREPARATION

Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

Locate plants as indicated on the plans or as approved in the field after staking by the Landscape Contractor. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected and approved by the Landscape Architect; spacing of plant material shall be as shown on the landscape plan.

Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 1/2" greater diameter of the root system and 24" greater for trees. Depth of pit shall accommodate the root system. Provide undisturbed sub grade to hold root ball at nursery grade as shown on the drawings.

INSTALLATION

Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2" - 3" above the finish grade. No filling will be permitted around trunks or stems. Backfill the pit with topsoil mix and excavated material. Do not use frozen or muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

After balled and wrapped in burlap plants are set, muddle planting soil mixture around bases of balls and fill all voids.

1. Remove all burlap, ropes, and wires from the top 1/3 of the root ball

Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

Mulching:

1. Mulch tree and shrub planting pits and shrub beds with required mulching material (see landscape plan for mulch type); depth of mulch as noted above. Hold mulch back 4" away from tree trunks and shrub stems. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

Decorative Stone: (where indicated on landscape plan)

1. Install weed control barrier over sub-grade prior to installing stone. Lap 6" on all sides.
2. Place stone without damaging weed barrier.
3. Arrange stones for best appearance and to cover all weed barrier fabric.

Wrapping, guying, staking:

1. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
2. Wrapping:
 - a. Wrap trunks of all young newly planted trees known to have thin bark. Wrap spirally from bottom to top with specified tree wrap and secure in place.
 - b. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
 - c. Secure tree wrap in place with twine wound spirally downward in the opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.
 - d. Wrap the trees in the fall and leave the wrap in place throughout the winter and early spring.
 - d. Tree wraps are temporary and no longer needed once the trees develop corky bark.
3. Staking/Guying:
 - a. Stake/guy all trees immediately after lawn sodding operations and prior to acceptance.
 - b. Stake deciduous trees 2" caliper and less. Stake evergreen trees 7"-0" tall.
 1. Stakes are placed in line with prevailing wind direction and driven into undisturbed soil.
 2. Ties are attached to the tree, usually at the lowest branch.
 - c. Guy deciduous trees over 2" caliper. Guy evergreen trees 7"-0" tall and over.
 1. Guy wires to be attached to three stakes driven into undisturbed soil, with one stake placed in the direction of the prevailing wind.
 2. Ties are attached to the tree as high as practical.
 3. The axis of the stake should be at 90 degree angle to the axis on the pull of the guy wire.
 4. Remove all guying and staking after one year from planting.

Pruning:

1. Prune deciduous trees and evergreens only to remove broken or damaged branches.

WORKMANSHIP

During landscape/irrigation installation operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of installation operations, all excess materials, equipment, debris and waste material shall be cleared up and removed from the site; unless provisions have been granted by the owner to use on-site trash receptacles. Sweep parking and walks clean of dirt and debris. Remove all plant tags and other debris from lawns and planting areas.

Any damage to the landscape, the structure, or the irrigation system caused by the landscape contractor shall be repaired by the landscape contractor without charge to the owner.

MAINTENANCE

Contractor shall provide maintenance until work has been accepted by the Owner's Representative.

Maintenance shall include mowing, fertilizing, mulching, pruning, cultivation, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants and lawns free of insects and disease.

1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
2. repair guy wires and stakes as required. Remove all stakes and guy wires after 1 year.
3. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
4. Water trees, plants and ground cover beds within the first 24 hours of initial planting, and not less than twice per week until final acceptance.

LANDSCAPE MAINTENANCE SPECIFICATIONS

The Contractor shall provide as a separate bid, maintenance for a period of 1 year after final acceptance of the project landscaping. The Contractor must be able to provide continued maintenance if requested by the Owner or provide the name of a reputable landscape contractor who can provide maintenance.

STANDARDS

All landscape maintenance services shall be performed by trained personnel using current, acceptable horticultural practices.

All work shall be performed in a manner that maintains the original intent of the landscape design.

All chemical applications shall be performed in accordance with current county, state and federal laws, using EPA registered materials and methods of application. These applications shall be performed under the supervision of a Licensed Certified applicator.

APPROVALS

Any work performed in addition to that which is outlined in the contract shall only be done upon written approval by the Owner's Representative (General Manager of the restaurant).

All seasonal color selections shall be approved by the General Manager prior to ordering and installation.

SOIL TESTING

The maintenance contractor shall perform soil tests as needed to identify imbalances or deficiencies causing plant material decline. The owner shall be notified of the recommendation for approval, and the necessary corrections made at an additional cost to the owner.

Acceptable Soil Test Results

	Landscape Trees and Shrubs	Turf
pH Range	5.0-7.0	6.0-7.0
Organic Matter	> 1.5%	> 2.5%
Magnesium (Mg)	100-lbs./acre	100-lbs./acre
Phosphorus (P2O5)	150-lbs./acre	150-lbs./acre
Potassium (K2O)	120-lbs./acre	120-lbs./acre
Soluble salt	Not to exceed 900ppm/1.9 mmhos/cm	Not to exceed 750ppm/0.75 mmhos/cm
Conductivity	in soil, not to exceed 1400 ppm/2.5 mmhos/cm in high organic mix	in soil, not to exceed 2000 ppm/2.0 mmhos/cm in high organic mix

For unusual soil conditions, the following optional tests are recommended with levels not to exceed:

Boron	3 pounds per acre
Manganese	50 pounds per acre
Potassium (K2O)	450 pounds per acre
Sodium	20 pounds per acre

WORKMANSHIP

During landscape maintenance operations, all areas shall be kept neat and clean. Precautions not proceed with planting operations until alternate plant locations have been selected and approved by the Landscape Architect; spacing of plant material shall be as shown on the landscape plan.

Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to use on-site trash receptacles.

Any damage to the landscape, the structure, or the irrigation system caused by the maintenance contractor shall be repaired by the maintenance contractor without charge to the owner.

TURF

GENERAL CLEAN UP

Prior to mowing, all trash, sticks, and other unwanted debris shall be removed from lawns, plant beds, and paved areas.

MOWING

Warm season grasses (i.e. Bermuda grass) shall be maintained at a height of 1" to 2" during the growing season.

Cool season grasses, including blue grass, tall fescue, perennial ryegrass, etc., shall be maintained at a height of 2" to 3" in spring and fall. From June through September, mowing height shall be maintained at no less than 3".

The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs, and parking areas. Caution: Weed eaters should NOT be used around trees because of potential damage to the bark.

EDGING

Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing. Debris from the edging operations shall be removed and the areas swept clean. Caution shall be used to avoid flying debris.

LIMING & FERTILIZING

A soil test shall be taken to determine whether an application of limestone in late fall is necessary. If limestone is required, the landscape contractor shall specify the rate, obtain approval from the owner and apply it at an additional cost. A unit price for liming of turf shall accompany the bid based on a rate of 50 pounds per 1000 square feet.

Fertilizer shall be applied in areas based on the existing turf species.

LAWN WEED CONTROL: HERBICIDES

Selection and proper use of herbicides shall be the landscape contractor's responsibility. All chemical applications shall be performed under the supervision of a Licensed Certified Applicator. Read the label prior to applying any chemical.

INSECT & DISEASE CONTROL FOR TURF

The contractor shall be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. The contractor shall identify the insect pest or disease, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service's "Commercial Insecticide Recommendation for Turf" for control. The licensed applicator shall be familiar with the label provided for the selected product prior to application.

Inspection and treatment to control insect pests shall be included in the contract price.

TREES, SHRUBS, & GROUND COVER

PRUNING

All ornamental trees, shrubs and ground cover shall be pruned when appropriate to remove dead or damaged branches, develop the natural shape. Do not shear trees or shrubs. If previous maintenance practice has been to shear and ball, then a natural shape will be restored gradually.

Pruning Guidelines:

1. Prune those that flower before the end of June immediately after flowering. Flower buds develop during the previous growing season. Fall, winter or spring pruning would reduce the spring flowering display.
2. Prune those that flower in summer or autumn in winter or spring before new growth begins, since these plants develop flowers on new growth.
3. Delay pruning plants grown for ornamental fruits, such as coltsneasters, pyracanthas and viburnums.
4. Hollies and other evergreens may be pruned during winter in order to use their branches for seasonal decoration. However, severe pruning of evergreens should be done in early spring only.
5. Broadleaf evergreen shrubs shall be hand-pruned to maintain their natural appearance after the new growth hardens off.
6. Hedges or shrubs that require shearing to maintain a formal appearance shall be pruned as required. Dead wood shall be removed from sheared plants before the first shearing of the season.
7. Conifers shall be pruned, if required, according to their genus.
 - a. Yews, junipers, hemlocks, arborvitae, and false-cypress may be pruned after growth has hardened off in late summer. If severe pruning is necessary, it must be done in early spring.
 - b. Firs and spruces may be lightly pruned in late summer, fall, or winter after completing growth. Leave side buds. Never cut central leader.
 - c. Pines may be lightly pruned in early June by reducing candles.
8. Groundcover shall be edged and pruned as needed to contain it within its borders.

9. Thinning: Remove branches and water sprouts by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth. Thinning is used on crepe myrtle, lilacs, viburnums, smoke bush, etc.
10. Renewal pruning: Remove oldest branches of shrub at ground, leaving the younger, more vigorous branches. Also remove weak stems. On overgrown plants, this method may be best done over a three-year period. Renewal pruning may be used on abelia, forsythia, deutzia, spiraea, etc.

Plants overhanging passageways and parking areas and damaged plants shall be pruned as needed.

Shade trees that cannot be adequately pruned from the ground shall not be included in the Maintenance Contract. A certified arborist under a separate contract shall perform this type of work.

SPRING CLEANUP

Plant beds shall receive a general cleanup before fertilizing and mulching. Cleanup includes removing debris and trash from beds and cutting back herbaceous perennials left standing through winter, e.g. ornamental grasses, Sedum Autumn Joy.

FERTILIZING

For trees, the rate of fertilization depends on the tree species, tree vigor, area available for fertilization, and growth stage of the tree. Mature specimens benefit from fertilization every 3 to 4 years; younger trees shall be fertilized more often during rapid growth stages.

The current recommendation is based on the rate of 1000 square feet of area under the tree to be fertilized. For deciduous trees, 2 to 6 pounds of Nitrogen per 1000 square feet, for narrow-leaf evergreens, 1 to 4 pounds of Nitrogen per 1000 square feet, for broadleaf evergreens, 1 to 3 pounds of Nitrogen per 1000 square feet.

Shrubs and groundcover shall be top-dressed with compost 1" deep, or fertilized once in March with 10-6-4 analysis fertilizer at the rate of 3 pounds per 100 square feet of bed area. Ericaeous material shall be fertilized with an ericaeous fertilizer at the manufacturer's recommendation rate. If plants are growing poorly, a soil sample should be taken.

MULCHING

Annually, all tree and shrub beds will be prepared and mulched, to a minimum depth of 3" with quality mulch to match existing. Bed preparation shall include removing all weeds, cleaning up said bed, edging and cultivating decayed mulch into the soil. Debris from edging is to be removed from beds where applicable. If deemed necessary, a pre-emergent herbicide may be applied to the soil to inhibit the growth of future weeds.

Organically maintained gardens shall not receive any pre-emergent herbicides. Mulch in excess of 4" will be removed from the bed areas. SPECIAL CARE shall be taken in the mulching operation not to over-mulch or cover the base of trees and shrubs. This can be detrimental to the health of the plants.

WEEDING

All beds shall be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times.

Pre-emergent (soil-applied) and post-emergent (foliar-applied) herbicides shall be used where and when applicable and in accordance with the product's label.

INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUNDCOVER

The maintenance contractor shall be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be monthly except for growing season, which will be every other week. Trained personnel shall monitor for plant damaging insect activity, plant pathogenic diseases and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor.

For plant damaging insects and mites identified in the landscape, the contractor shall consult and follow the recommendations of the most current edition of the state Cooperative Service publication on insect control on landscape plant material.

Plant pathogenic disease problems identified by the contractor that can be resolved by pruning or physical removal of damaged plant parts will be performed as part of the contract. For an additional charge, plant pathogenic diseases that can be resolved through properly timed applications of fungicides shall be made when the owner authorizes it.

If the contractor notes an especially insect-or disease-prone plant species in the landscape, he/she will suggest replacement with a more pest-resistant cultivar or species that is consistent with the intent of the landscape design.

NOTE: For identification of plant-damaging insects and mites, a reference textbook that can be used is *Insects that feed on Trees and Shrubs* by Johnson and Lyon, Comstock Publishing Associates. For plant pathogenic diseases, two references are suggested: *Scouting and Controlling Woody Ornamental Diseases in Landscapes and Nurseries*, authorized by Gary Moorman, published by Penn State College of Agricultural Sciences, and *Diseases of Trees and Shrubs* by Sinclair and Lyon, published by Comstock Publishing Press.

TRASH REMOVAL

The maintenance contractor shall remove trash from all shrub and groundcover beds with each visit.

LEAF REMOVAL

All fallen leaves shall be removed from the site in November and once in December. If requested by the owner, the maintenance contractor, at an additional cost to the owner shall perform supplemental leaf removals.

WINTER CLEAN-UP

The project shall receive a general clean-up once during each of the winter months, i.e., January, February, and March.

Clean-up includes:

- Cleaning curbs and parking areas
- Removing all trash and unwanted debris
- Turning mulch where necessary
- Inspection of grounds

SEASONAL COLOR: PERENNIALS, ANNUALS, AND BULBS

The installation of perennials, annuals, and bulbs, unless specified herein, shall be reviewed with the owner, and, if accepted, installed and billed to the owner.

SEASONAL COLOR MAINTENANCE

Perennialization of Bulbs:

1. After flowering, cut off spent flower heads.
2. Allow leaves of daffodils and hyacinths to remain for six weeks after flowers have faded. Cut off at base.
3. Allow leaves of other bulbs to yellow naturally and then cut off at base.
4. Apply fertilizer after flowering in spring, possibly again in fall. Apply 10-10-10 at the rate of 2 pounds per 1000 square feet, or top-dress with compost 1" deep. Fall fertilization with a bulb fertilizer or mulching with 1" of compost is optional.

Flower Rotation:

1. Bulbs: Remove the entire plant and bulb after flowers have faded or at the direction of the owner, and install new plants if included in contract.
2. Summer Annuals or Fall Plants:
 - a. Dead heading: Pinch and remove dead flowers on annuals as necessary.
 - b. Fertilizing Summer Annuals: Fertilize using one or two methods: Apply a slow-release fertilizer in May following manufacturer's recommendations. A booster such as 10-10-10 may be necessary in late summer. Or, apply liquid fertilizations of 20-20-20 water-soluble fertilizers, not to exceed 2 pounds of 20-20-20 per 100 gallons of water, monthly; or mulch with compost 1" deep.
 - c. Removal: If fall plants are to be installed, summer annuals shall be left in the ground until the first killing frost and then removed, unless otherwise directed by the owner.

Perennials:

1. After initial installation, if a time-released fertilizer has been incorporated during plant installation, no more fertilizer need be applied the first growing season.
2. The following year:
 - a. Fertilize perennials with a slow-release fertilizer or any 50% organic fertilizer, or mulch perennials with compost 1" deep.
 - b. Cut all deciduous perennials flush to the ground by March 1, if this was not done the previous fall, to allow new growth to develop freely.
 - c. Mulch the perennial bed once in early spring at 1"-2" depth. If soil is bared in late fall, re-mulch lightly after ground is frozen to protect perennials.
 - d. Inspect for insect or disease problems on per

IRRIGATION CONTROLLER ZONES		*zones are calculated based on output of products utilized in the design and as specified in the legend.	
ZONE	GPM	ZONE	GPM
1.	DRIP	6.	DRIP
2.	14.40	7.	15.48
3.	DRIP	8.	DRIP
4.	DRIP	9.	14.9
5.	DRIP	10.	DRIP
		ZONE	GPM
		11.	DRIP

IRRIGATION LEGEND & PRODUCT SPEC - MUST USE RAINBIRD PRODUCTS		
SYMBOL:	PRODUCT:	SPECIFICATION:
M	IRRIGATION METER	SEE CIVIL PLANS; PROVIDED BY THE GENERAL CONTRACTOR
S	1" MANUAL SHUTOFF VALVE	1 REQUIRED
BF	BACKFLOW PREVENTER	AS REQUIRED BY CITY; SEE CIVIL PLANS
PR	1" PRESSURE REGULATOR	AS REQUIRED
EV	1" ELECTRICAL MASTER VALVE	1 REQUIRED
	LANDSCAPE DRIPLINE	RAINBIRD XFD-06-18
□	SPRAY: RVAN SIDE STRIP NOZZLE	RAINBIRD RD1800-S-P45-RVANLCS or (RCS)
■	SPRAY: RVAN LEFT/RIGHT CORNER END STRIP NOZZLE	RAINBIRD RD1800-S-P45-RVANSST
○	SPRAY: RVAN14 NOZZLE - 45°-270° SPRAY - 8'-14" RADIUS	RAINBIRD RD1800-S-P45-R-VAN14
○	SPRAY: RVAN18 NOZZLE - 360° SPRAY - 13'-18" RADIUS	RAINBIRD RD1800-S-P45-R-VAN18-360
▲	SPRAY: RVAN18 NOZZLE - 45°-270° SPRAY - 13'-18" RADIUS	RAINBIRD RD1800-S-P45-R-VAN18
●	SPRAY: RVAN24 NOZZLE - 360° SPRAY - 17'-24" RADIUS	RAINBIRD RD1800-S-P45-R-VAN24-360
◐	SPRAY: RVAN24 NOZZLE - 45°-270° SPRAY - 17'-24" RADIUS	RAINBIRD RD1800-S-P45-R-VAN24
□	ROTOR: MPR NOZZLE - 360° SPRAY - 25',30',35' RADIUS	RAINBIRD 5000-R-MPR-F25/30/35 (as indicated at the head)
□	ROTOR: MPR NOZZLE - 180° SPRAY - 25',30',35' RADIUS	RAINBIRD 5000-R-MPR-H25/30/35 (as indicated at the head)
□	ROTOR: MPR NOZZLE - 90° SPRAY - 25',30',35' RADIUS	RAINBIRD 5000-R-MPR-Q25/30/35 (as indicated at the head)
△	ROTOR: 3.0 NOZZLE - 90° SPRAY	RAINBIRD 5000-PC-PRS w/3.0 NOZZLE
▲	ROTOR: 6.0 NOZZLE - 180° SPRAY	RAINBIRD 5000-PC-PRS w/6.0 NOZZLE
⊙	1" ELECTRIC VALVE	RAINBIRD 100-PGA
⊙	1" DRIP CONTROL ZONE VALVE	RAINBIRD XCZ-100-PRB-COM
C	AUTOMATIC CONTROLLER	RAINBIRD ESP-ME3 (120V required); expansion modules as needed
R/F	RAIN/FREEZE SENSOR	RAINBIRD WR2-RFC
---	1" LATERAL LINE	CLASS 200 PVC IRRIGATION PIPE AND FITTINGS - 1" LATERAL LINES
- - -	1.5" MAINLINE	CLASS 200 PVC IRRIGATION PIPE AND FITTINGS - 1.5" MAINLINE
	IRRIGATION SLEEVE - 4" SCH 40 PVC	4" SCH 40 PVC SLEEVE UNDER PAVEMENT Installation of sleeves by contractor in location as shown on plan.

IRRIGATION NOTES

- Irrigation contractor is responsible for locating and protecting all underground utilities prior to trenching.
- Pressure regulator required by local code if static water pressure at point of connection for site is greater than 80 psi.
- Irrigation meter and backflow preventor to be provided by the General Contractor.
- All valves to be located in valve box with cover, at grade.
When possible, locate box in grassed area.
Valve box shall be lined with a min. 3" depth, 3/4" washed stone.
- Automatic controller to be located in the storage room; 120VAC required.
Rain/freeze sensor shall be located on the trash enclosure respectively.
Rain/freeze Sensor to be located free from obstructions and exposed to the elements.
- All pipes, automatic valves, backflow preventor, manual valve and meter to be located within property lines.
Shown outside on drawing for clarity only.
- 45 psi required per rotor station, 30 psi required per spray station, 40 psi required per drip station. All spray and rotor bodies to have PRS (In-stem pressure regulation) as indicated in the legend.
- Pop-up height as follows: 4" or 6" in Turf Zones, 12" in Shrub Zones, and 12" in Seasonal/color beds.
- RainBird MPR 5000 Rotor Nozzle size is indicated on each individual symbol used on the drawing; Contractor must install nozzles types as indicated.
- Sleeves to be located and exposed by the General Contractor prior to start of irrigation installation.
4" SCH 40 PVC sleeves; locations as shown on drawing.
Extend sleeve 18" beyond back of curb or pavement.
- 1.5" mainlines (class 200 PVC pipe) shall have a minimum 18" of cover.
- Lateral and sub-main pipe, (class 200 PVC pipe) shall have a minimum 12" and maximum of 18" cover.
- No rocks, boulders, or other extraneous materials shall be used in backfilling trenches.
- Threaded joints to be coated with Teflon Tape or Liquid Teflon.
- All lines to be thoroughly flushed before installation of irrigation heads.
- Contractor must use products specified on this drawing, unless otherwise approved by the Landscape Architect.
Refer to the drawing and the Irrigation Legend for product specs.
- The Irrigation System is to be installed as designed; unless otherwise approved by the Landscape Architect.
- All pipe, valves, drip, spray heads, rotors, controllers, and sensors are to be installed as per manufacturers specifications. For any RainBird products or installation questions call Donn Mann (520)-904-1146.
- Irrigation Contractor shall provide an Irrigation As-Built drawing to the Landscape Architect. This drawing shall be sent overnight within 24 hours of installation completion.
- Prior to opening, but no later than one week after opening, the Irrigation Contractor shall perform an irrigation walk-thru inspection with the Store Operator. System shall be fully functional prior to walk-thru inspection.



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Atlanta, Georgia 30349-2998



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51 Old Canton Street
Alpharetta, Georgia 30009
770.442.8171 tel

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL

FSU# 4991

REVISION SCHEDULE			
NO.	DATE	BY	DESCRIPTION
1	6/28/22	AN	SWMP Comment
2	9/27/22	AN	City Comments
3	1/19/23	AN	City Comments
4	3/21/23	AN	City Comments
5	4/24/23	AN	City Comment
6	6/29/23	MB	CAB Comments

MLD PROJECT # 2022142

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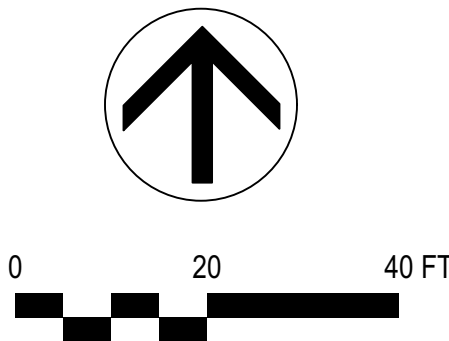
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SHEET

Irrigation Plan

SHEET NUMBER

L-200



IRRIGATION COMPONENTS AND/OR SYSTEMS

PART 1 – GENERAL

SECTION INCLUDES

Work to be performed under this Section shall consist of furnishing all labor and materials necessary to construct a complete working and tested sprinkler irrigation system as per all drawings and specifications.

REFERENCES

- A. ANSI – American National Standards Institute
- B. ASIC – American Society of Irrigation Consultants: ASIC Grounding Guideline.
- C. ASSE – American Society of Sanitary Engineering: ASSE 1013, 1015: Backflow Preventers, Pressure Reducers.
- D. ASTM – American Society of Testing and Materials
- E. IA – The Irrigation Association: Main BMP Document.
- F. NFPA – National Fire Protection Association: NFPA 70 National Electrical Code.
- G. UL – Underwriters Laboratories: UL Wires and Cables.

PERFORMANCE REQUIREMENTS

- A. All work to be performed to current standards of SEI and of the local governing municipality.
- B. PVC Pipe. Must be stamped with certified NFS.
- C. Contractor shall be responsible to obtain all necessary permits and to comply with electrical company requirements.
- D. No substitutions of materials are allowed unless approved by Landscape Architect.

QUALITY ASSURANCE

- A. Contractor shall have considerable experience and demonstrate ability in the installation of irrigation system(s) of specified type(s) in a neat, orderly, and responsible manner in accordance with recognized standards of workmanship.
- B. All work shall be performed in accordance with the best standards of practice relating to the trade.
- C. Contractor shall provide an irrigation as-built drawing to the designer responsible for the irrigation plan. **This drawing shall be overnighted to the respective party within 24 hours of installation completion.**

WARRANTY

- A. Contractor shall provide a one year warranty that covers all workmanship and labor.
- B. Contractor shall provide a five year warranty that covers all materials.

PART 2 - PRODUCTS

PIPE AND FITTINGS

- A. Material: PVC
- B. Pressure Pipe: Class 200.
- C. Lateral Pipe: Class 200, Polyethylene for Northeastern Climate.
- D. Fittings: Schedule 40, solvent welded or threaded.
- E. Risers: Schedule 80, threaded.
- F. Sleeves: Schedule 40, minimum 4".

AUTOMATIC CONTROLLER

- A. Irrigation controller specifications include but are not limited to:
 - 1. The controller shall be of a hybrid type that is microelectronic circuitry capable of fully automatic or manual operation.
 - 2. All stations shall have the capability of independently obeying or ignoring the weather sensor as well as using or not using the master valve.
 - 3. The controller shall have the capability of shutting off the system on rainy days.
- B. Control zone kit for drip zones with flows from 3 to 15 gpm (11.4 to 56.8 l/m), including control valve (CV) and pressure-regulating filter (PRF).
 - 1. Control Valve (CV) component specifications include:
 - a. Valve body and bonnet constructed of high impact, weather-resistant plastic, stainless steel and other chemical/ultra-violet resistant materials.
 - b. One unit diaphragm constructed of durable Buna-N rubber with a clog resistant metering orifice.
 - c. Inlet pressure rating of 15 to 150 psi (1.0 to 10.3 bar).
 - 2. Pressure Regulating Filter (PRF) component specifications include:
 - a. Compact "Y" filter body and cap configuration constructed of glass-filled, ultra-violet resistant polypropylene, with 150 psi (10.3 bar) operating pressure rating.
 - b. 200 mesh (75 micron) filter screen constructed of stainless steel.
 - c. Normally-open pressure regulating device with preset outlet pressure of 40 psi (2.8 bar).
 - 3. Regulated pressure of 40 psi (2.8 bar).
- C. Low flow control zone kit for drip zones with flows from 0.2 to 5.0 gpm (0.8 to 18.9 l/m), including Low Flow Valve (LFV) and Pressure-Regulating Filter (PRF).
 - 1. Low flow valve (LFV) component specifications include:
 - a. Valve body and bonnet constructed of high impact, weather-resistant plastic, stainless steel and other chemical/ultra-violet resistant materials.
 - b. One unit diaphragm constructed of durable Buna-N rubber material with a clog resistant metering orifice.
 - c. Inlet pressure rating of 15 to 150 psi (1.0 to 10.3 bar).
 - 2. Pressure regulating filter (PRF) component specifications include:
 - a. Compact "Y" filter body and cap configuration constructed of glass-filled, ultra-violet resistant polypropylene, with 150 psi (10.3 bar) operating pressure rating.
 - b. 200 mesh (75 micron) filter screen constructed of stainless steel.
 - c. Normally-open pressure regulating device with preset outlet pressure of 30 psi (2.1 bar).
 - 3. Regulated pressure of 30 psi (2.1 bar).

POP-UP SPRINKLERS

- A. Irrigation spray body for small turf areas (2.5-24 feet (0.8-7.3m) with a 30 psi (2.0 bar) pressure regulating device specifications include but are not limited to:
 - 1. Parts and components to withstand harsh operating conditions using chemically treated recycled water (reclaimed/non-potable), dirty water containing grit, debris, and other particulates, high operating pressures common in commercial irrigation and resistant to ultra-violet light.
 - 2. Pressure-activated, co-molded soft elastomer wiper seal composed of three wipers and a base seal to ensure a positive seal without excess "flow-by" which enables more heads to be installed on the same valve.
 - 3. Recessed debris pockets located in the base of the spray body to prevent recirculation of harmful debris during operation.
 - 4. Shall include a check valve to prevent low head drainage of up to 14 feet (4.3 m); 6 psi (0.4 bar).
 - 5. Shall include technology built into the stem to prevent water loss and alert maintenance when a spray nozzle is removed.
 - 6. Flow by rating of 0 at 15 psi (1.0 bar) or greater, 0.5 gpm (0.1 m3/h; 0.03 l/s) otherwise.
 - 7. Shall include ½" (15/21) NPT female threaded bottom inlet.
 - 8. The spray body, stem, nozzle, and screen shall be constructed of heavy-duty and ultra-violet resistant plastic.
- B. Irrigation spray body for small turf areas (2.5-24 feet (0.8-7.3m) with a 45 psi (3.1 bar) pressure regulating device specifications include but are not limited to:
 - 1. Parts and components to withstand harsh operating conditions using chemically treated recycled water (reclaimed/non-potable), dirty water containing grit, debris, and other particulates, high operating pressures common in commercial irrigation and resistant to ultra-violet light.
 - 2. Pressure-activated, co-molded soft elastomer wiper seal composed of three wipers and a base seal to ensure a positive seal without excess "flow-by" which enables more heads to be installed on the same valve.
 - 3. Recessed debris pockets located in the base of the spray body to prevent recirculation of harmful debris during operation.
 - 4. Shall include a check valve to prevent low head drainage of up to 14 feet (4.3 m); 6 psi (0.4 bar).
 - 5. Shall include technology built into the stem to prevent water loss and alert maintenance when a spray nozzle is removed.
 - 6. Flow by rating of 0 at 15 psi (1.0 bar) or greater, 0.5 gpm (0.1 m3/h; 0.03 l/s) otherwise.
 - 7. Shall include ½" (15/21) NPT female threaded bottom inlet.
 - 8. The spray body, stem, nozzle, and screen shall be constructed of heavy-duty and ultra-violet resistant plastic.

SPRAY NOZZLES

- A. Fixed or variable arc matched precipitation rate spray nozzle for small turf areas (3-15 feet (.91-4.6 m), maximum 30 psi (2.1 bar) specifications include but are not limited to:
 - 1. Shall be constructed of ultra-violet resistant plastic.
 - 2. Shall contain a stainless steel flow and radius adjustment screw allowing up to 25% radius reduction.
 - 3. Nozzle shall have a precipitation rate that is matched across sets and patterns of spray nozzles up to 15 feet (4.6 m).
 - 4. Shall include color coding marking on top of nozzle for easy identification of spray radius.
- B. Dual orifice fixed arc nozzle for small turf areas (5-15 feet (1.7-4.6 m), maximum 30 psi (2.1 bar) specifications include but are not limited to:
 - 1. Shall be constructed of ultra-violet resistant plastic.
 - 2. Shall contain a stainless steel flow and radius adjustment screw allowing up to 25% radius reduction.
 - 3. The nozzle shall have dual orifices for both in-close watering and standard pattern watering with a matched precipitation rate between sets and matched flow and with other matched precipitation rate fixed spray nozzles up to 15 feet (4.6 m).
 - 4. Shall include color coding marking on top of nozzle for easy identification of spray radius.
- C. Multi stream rotating nozzle for small turf areas (8-24 feet (2.4-7.4m), maximum 55 psi (3.8 bar) specifications include but are not limited to:
 - 1. Shall be constructed of ultra-violet resistant plastic.
 - 2. Shall contain a stainless steel radius adjustment screw allowing reduction to 13 feet (4.0 m).
 - 3. Shall have a matched precipitation rate of 0.60 in/hr (15.2 mm/hr).
 - 4. Shall have a color coded radius reduction plug to allow for easy identification of fixed arc pattern.

ROTOR HEADS

- A. Pop-up rotor sprinkler for medium turf areas (25-47 feet (7.6-14.3 m), maximum 75 psi (5.2 bar) specifications include but are not limited to:
 - 1. Shall have adjustable arc rotation of 40 to 360 degrees (0.7 to 6.3 rad) and reversing full circle rotation.
 - 2. Shall have a flow shut-off device that is integrated into the flow path of the sprinkler.
 - 3. Shall have a pressure-activated, multi-function wiper seal that protects internals from debris and assures positive pop-up and retraction.
 - 4. Shall contain additional o-rings and seals for extra protection in "gritty" water.
 - 5. Operating precipitation rate of 0.20 to 1.01 inches per hour (5 to 26 mm/h).
 - 6. Operating flow rate of 0.73 to 8.31 gpm (0.17 to 1.85 m3/h).
 - 7. The body, stem, nozzle, and screen shall be constructed of heavy-duty and ultra-violet resistant plastic.
 - 8. Shall include a 45 psi (3.1 bar) pressure regulating device to prevent high pressure misting to the nozzle stream.
 - 9. Shall include an internal check valve to prevent low head drainage of up to 7 feet (2.1 m) to prevent puddling, run-off and erosion.
 - 10. Shall include a set of twelve interchangeable nozzles, 8 nozzles with 25 degree (0.4 rad) trajectory and 4 low-angle nozzles with 10 degree (0.2 rad) trajectory.

FLEXIBLE SWING PIPE

- A. Swing pipe specifications include but are not limited to:
 - 1. Swing pipe shall be flexible black tubing constructed of linear low density polyethylene material with a wall thickness of 0.098" (0.3 cm) with a nominal inside diameter of 0.49" (1.2 cm).
 - 2. Pipe shall be capable of a flow up to 6 gpm (0.5 l/s).

DRIPLINE

- A. Distribution tubing specifications include but are not limited to:
 - 1. The blank tubing shall be manufactured from flexible polyethylene material with a wall thickness of 0.049" (1.2 mm), outside diameter of 0.634" (16.1 mm), and inside diameter of 0.536" (13.6 mm).
 - 2. The tubing shall be dual-layered (brown over black).

INLINE EMITTER DRIPLINE

- A. Sub-surface inline emitter tubing specifications include but are not limited to:
 - 1. The tubing shall be manufactured from flexible polyethylene material with wall thickness of 0.049" (1.2 mm), outside diameter of 0.634" (16 mm), and inside diameter of 0.536" (13.6 mm).
 - 2. The tubing shall have factory installed pressure-compensating, inline emitters with a copper shield device installed every 12, 18, or 24 inches (30.5, 45.7, 61 cm) as indicated on construction drawings.
 - 3. Operating pressure range of 8.5 to 60 psi (0.6 to 4.1 bar).
 - 4. Operating emitter flow rates of 0.6 and 0.9 gph (2.3 l/hr and 3.5 l/hr).

DISTRIBUTION TUBING

- A. ¼" distribution tubing for emitters and other devices specifications include but are not limited to:
 - 1. The blank tubing shall be extruded from ultra-violet resistant polyethylene resin materials with a wall thickness of 0.04" (1 mm), outside diameter of 0.250" (6.3 mm), and inside diameter of 0.170" (4.3 mm).
 - 2. Operating pressure range from 0 to 60 psi (0 to 4.1 bar).

EMITTERS

- A. Point source emission device specifications include but are not limited to:
 - 1. The emitter shall be constructed of ultra-violet resistant acetyl materials.
 - 2. Shall have a pressure-compensating design to deliver a uniform flow throughout a pressure range of 15 to 50 psi (1.0 to 3.4 bar).
 - 3. Flow rates that range from 0.5 to 2 gph (1.89 to 7.57 l/h) at a pressure range of 15 to 50 psi (1.0 to 3.4 bar).

VALVE BOX

- A. Valve boxes specifications include but are not limited to:
 - 1. Shall be made of structural foam HPDE resin that is resistant to ultra-violet light, weather, moisture and chemical action of soils.
 - 2. Lids shall be clearly marked with the words "IRRIGATION CONTROL VALVE" molded onto the top.
 - 3. Lid colors are available in black, green and purple designating non-potable water use.

PART 3 - EXECUTION

EXCAVATION

- A. Stake pipe and equipment layout for Owner's review and approval. Review does not relieve installer from coverage problems due to improper placement after staking.
- B. Excavate trenches for irrigation system pipe to provide minimum cover per plans and details.
- C. Barricade trenches that are left open overnight.

INSTALLATION

- A. General: Plans are diagrammatic. Proceed with installation in accordance with the following:
 - 1. Install stop and waste valves, backflow preventers, and other equipment required by local authorities according to laws and regulations in order to make system complete.
 - a. Coordinate with the General Contractor the responsible for installing the backflow preventer and other irrigation items at the connection point.
 - b. Coordinate with the General Contractor the for exact location of the irrigation connection point.
 - 2. Thoroughly flush main lines before installing automatic control valves, and laterals before installing sprinklers. Flush supply lines thoroughly before installing backflow preventers or other regulating devices.
- B. Piping: Assemble all mainline and lateral lines in accordance with manufacturer's recommendations with no cul-de-sacs. Assure positive drainage.
- C. Sleeves: General Contractor shall install sleeves before concrete/paving work.
 - 1. Sleeves should be a minimum two times the diameter of the pipe passing through them.
 - 2. General Contractor shall stub-up and flag sleeve locations for the Irrigation Contractors ease of locating.
 - 3. Sleeve locations shall be approximate to that shown on the Irrigation Plan.
- D. Control Valves:
 - 1. Install one valve per valve box and provide 12 inches of expansion loop slack wire at all connections inside valve box.
- E. Manual Drains:
 - 1. Install per manufacturer's recommendations on upstream and downstream side of backflow preventers and at lowest point along main pressure pipe.
- F. Quick-Coupling Valves:
 - 1. Install using 1 inch PVC nipples and schedule 40 ells as detailed. Location as indicated on plans.
- G. Backflow Preventer:
 - 1. Install assembly complete for irrigation system with 2 drain valves and 2 shut off valves per detail, local laws and regulations, and per manufacturer's specifications.
 - 2. Install assemblies with drain valves in below grade installations. Provide open box floor with gravel drain sump.
- H. Valve Boxes
 - 1. Install over all remote control valves, manual control valves, zone shutoff valves, gate valves, or globe valves. Size to provide adequate room for maintenance.
 - 2. Install boxes on level subgrade with proper drainage so that top of boxes are flush with finish grade material (sod, mulch, rock, etc.). Place parallel or perpendicular to adjacent curbs, sidewalks, or driveways.
 - 3. Place washed gravel aggregate in sump as shown on details.
- I. Automatic Controller
 - 1. Properly ground controller per local laws and regulations. Make all control wire connections to automatic controller. Coordinate controller installation with other electrical work.
 - 2. Connect remote control valves to controller in numerical sequence as shown on Plans.
- J. Wire and Electrical Work
 - 1. Use electrical control and ground wire suitable for sprinkler control cable.
 - 2. Provide 120-volt power connection (by others) to automatic controller to conform to local codes, ordinances and authorities having jurisdiction.
 - 3. Low Voltage Wiring:
 - a. Bury control wiring between controller and electric valves in pressure supply line trenches, strung as close as possible to main pipe lines with such wires to be consistently located below and to one side of the pipe, or in separate trenches.
 - b. Bundle all 24-volt wires at 10-foot intervals and lay with pressure supply line pipe to one side of trench.
 - c. Install control wire for each control valve.
 - d. Run 2 spare #14-1 wires from controller pedestal or electric control valve on each and every leg of mainline.
- K. Sprinkler Heads, Emitters, Rotators, and Rotors
 - 1. Flush circuit piping with full head of water and install sprinklers after hydrostatic test is completed.
 - 2. Adjust nozzles to allow for adequate coverage and to minimize overspray onto walks, roads, driveways, and buildings.
 - 3. Stake emitter tubing with 1/4" Rainbird® TS-025 tubing stakes.
 - 4. Adjust heads to be plumb and flush with finish grades, even with top of soil level or top of material level after completion of grading, seeding, sodding, and rolling of grass.
- L. Drip Tubing
 - 1. Install all drip tubing in locations shown on the Irrigation Plan. To be laid out and installed per the irrigation drip details (sheet L-2.1).
 - 2. Install flush caps as indicated on details.
 - 3. Install drip indicator on all drip zones.
- M. Thrust Blocks and/or Joint Restraints
 - 1. Install on pipe sized 2" or larger wherever the main pipe line:
 - a. Changes any direction at tees, angles, and crosses vertical and horizontal.
 - b. Changes at reducers.
 - c. Stops at a dead-end.
 - d. Valves at which thrust develops when closed.

BACKFILLING

- A. Do not begin backfilling operations until system tests and approvals have been completed.
- B. Bed all pipe a minimum of 2 inches. Backfill to 6 inches above pipe with soil free of rocks over 1-inch diameter, debris, or organic matter. Backfill remainder of trench with soil of like quality to adjacent areas. Haul away all material not suitable for backfill.
- C. Compact backfill in 6-inch lifts thoroughly to prevent settling damage to grades or plant material. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Low areas and damage caused by settling will be repaired by Contractor at no additional cost to the Project or Owner.
- D. Prevent soil, rocks, or debris from entering pipes or sleeves.

FLUSHING AND TESTING

- A. Flushing: After piping, risers, and valves are in place and connected, but prior to installation of sprinkler heads, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthestmost valves. Cap risers after flushing.

INSPECTION

- A. Arrange for Owner's presence 48 hours in advance of inspection walk-through.
- B. Examine areas and conditions under which work of this section is to be performed and ensure a complete and operating installation prior to scheduling a walk-through.
- C. Operate each zone in its entirety for Owner at time of walk-through and open all valve boxes as directed.
- D. Expose all drip emitters under operations for observation by Owner to demonstrate they are performing and installed as designed prior to placing of mulch material. Schedule separate walk-through as necessary.
- E. As necessary Owner will generate a list of items to be corrected prior to Final Acceptance.

RESTORATION AND CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Restore all damaged areas to original condition unless otherwise shown on plans at no additional cost to the Project or Owner.



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998



Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009
770.442.8171 tel

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL

FSU# 4991

REVISION SCHEDULE			
NO.	DATE	BY	DESCRIPTION
1	6/28/22	AN	SWMP Comment
2	9/27/22	AN	City Comments
3	1/19/23	AN	City Comments

MLD PROJECT #	2022142
PRINTED FOR	PERMIT
DATE	5/26/22
DRAWN BY	AN

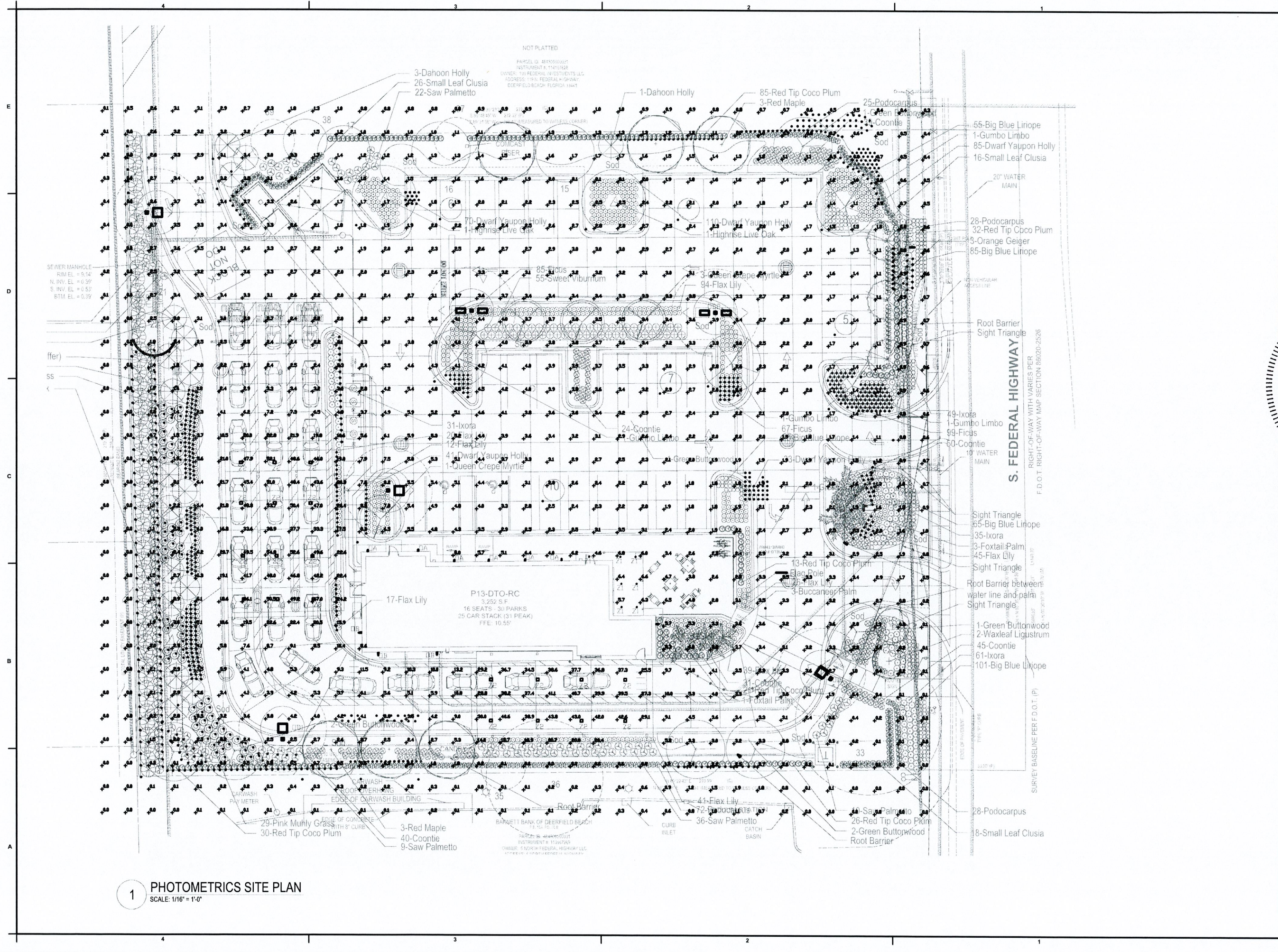
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SHEET

PERMIT Irrigation Specifications

SHEET NUMBER

L-202



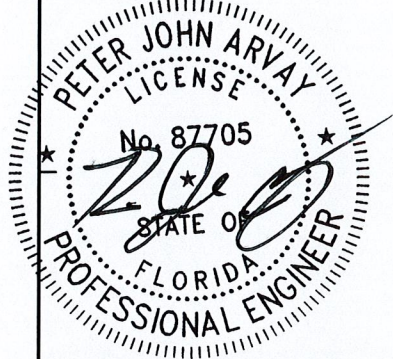
1 PHOTOMETRICS SITE PLAN
SCALE: 1/16" = 1'-0"



Chick-fil-A
5200 Buffington Road
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30349-2998



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+1 (714) 510-2318 SA fax
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Firm Lic # 32861



CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU#04991
BUILDING TYPE / SIZE: FSU
RELEASE:

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

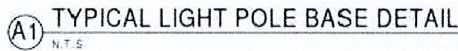
CONSULTANT PROJECT # 22-TX130-01
PRINTED FOR SD Set

DATE 10/27/2023
DRAWN BY

SHEET SITE PHOTOMETRIC PLAN
SHEET NUMBER

E-100

1 LIGHTING FIXTURE SCHEDULE



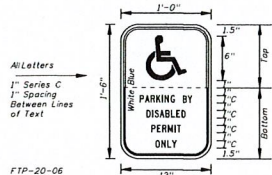


Page 167 of 1112

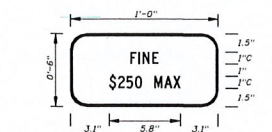
SPECIFICATIONS

SIGN PANELS
PANELS ARE .080 ALUMINUM
WITH REFLECTIVE BACKGROUND
AND GRAPHICS.
SIGN POSTS
POSTS ARE 2" x 2" SQUARE
ALUMINUM TUBING CAPPED ON TOP

BACK OF SIGN PANEL AND POST
MATTHEWS #74155 DARK BRONZE



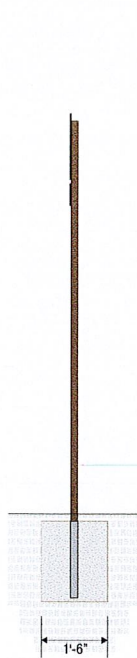
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2" Radiused Corner
1" Series C Legend
Color Background
Legend and Border



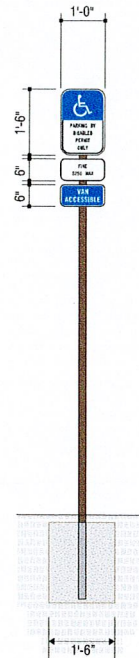
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2" Radiused Corner
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White Background
Black Legend and Border



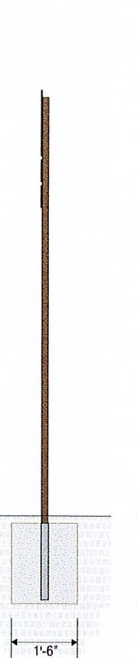
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END VIEW
SCALE - 1/2" = 1'-0"

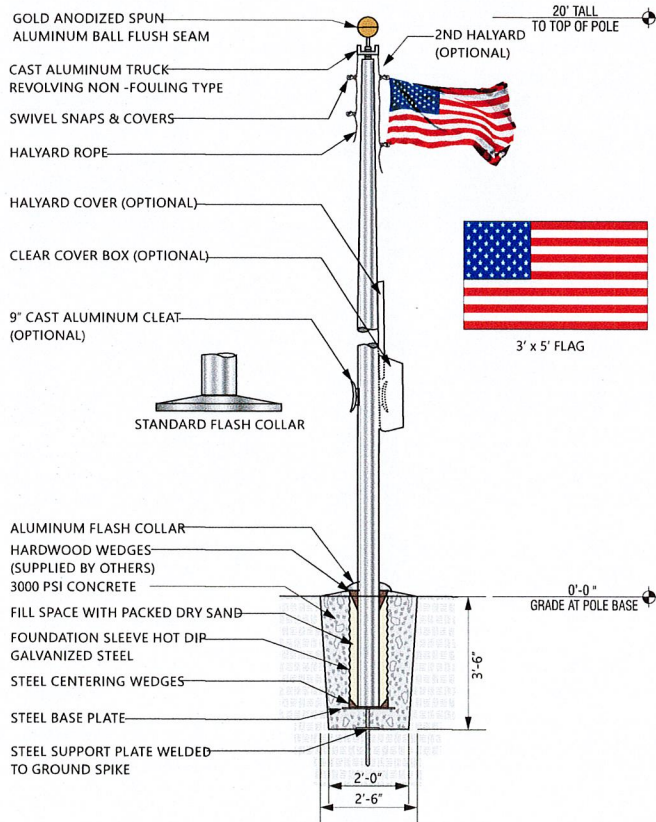


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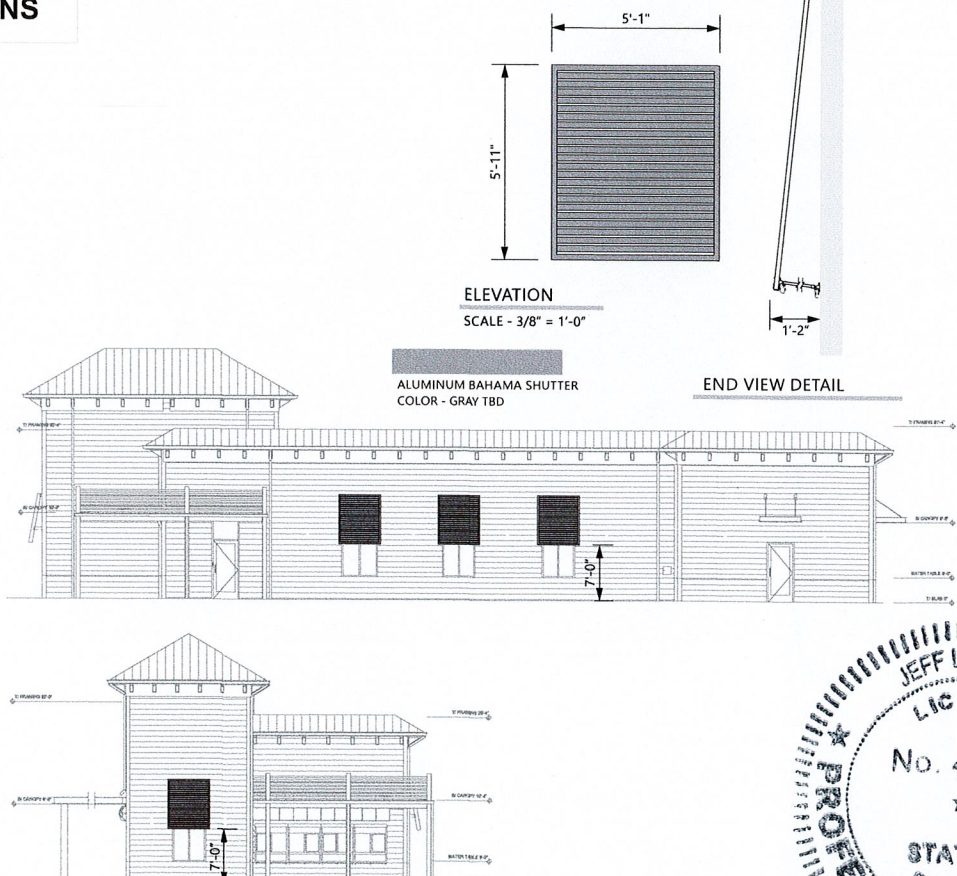


END VIEW
SCALE - 1/2" = 1'-0"

ADA PARKING SIGNS



FLAGPOLE



DECORATIVE ALUMINUM BAHAMA SHUTTERS

SPECIFICATIONS

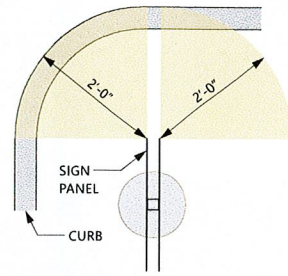
SIGN PANELS
PANELS ARE .080 ALUMINUM
WITH REFLECTIVE BACKGROUND
AND GRAPHICS.
SIGN POSTS
POSTS ARE 2" x 2" SQUARE
ALUMINUM TUBING CAPPED ON TOP

SIGN PANEL
3M #680-82 REFLECTIVE RED.

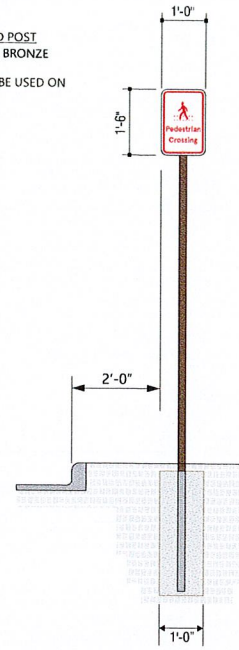
SIGN PANEL
3M #680-10 REFLECTIVE WHITE

BACK OF SIGN PANEL AND POST
MATTHEWS #74155 DARK BRONZE

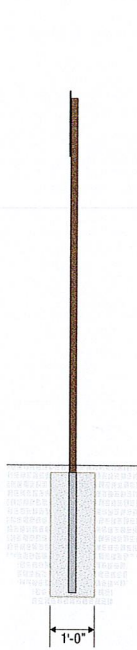
SOME COLORS MAY NOT BE USED ON
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PLAN VIEW
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ELEVATION
SCALE - 1/2" = 1'-0"



END VIEW
SCALE - 1/2" = 1'-0"

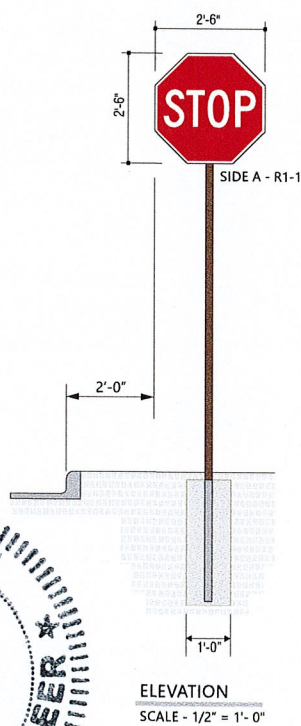


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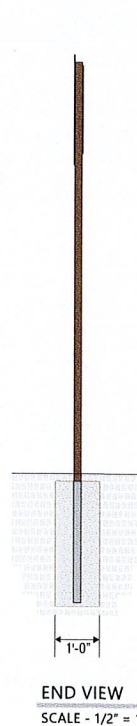


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TRAFFIC CONTROL SIGNS



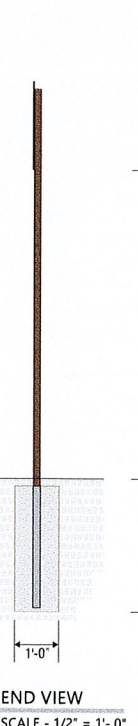
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END VIEW
SCALE - 1/2" = 1'-0"



ELEVATION
SCALE - 1/2" = 1'-0"



END VIEW
SCALE - 1/2" = 1'-0"

TRAFFIC CONTROL SIGNS



5198 North Lake Drive
Lake City, GA 30260
404.361.3800
www.claytonsigns.com

SIGNAGE

DRAWING FILE - CFA - DEERFIELD BEACH, FL DTO 24 x 36.CDR

ALL ELECTRICAL
SIGNS ARE
120 VOLTS
UNLESS
OTHERWISE INDICATED

DRAWN BY Ben Holliday
ACCOUNT REP. Ben Holliday
DRAWING DATE February 16, 2022
REVISION DATE October 6, 2022

STORE NUMBER	STORE ADDRESS
L04991	Chick-fil-A at Deerfield Beach, FL DTO 101 N. Federal Highway Deerfield Beach, FL 33441

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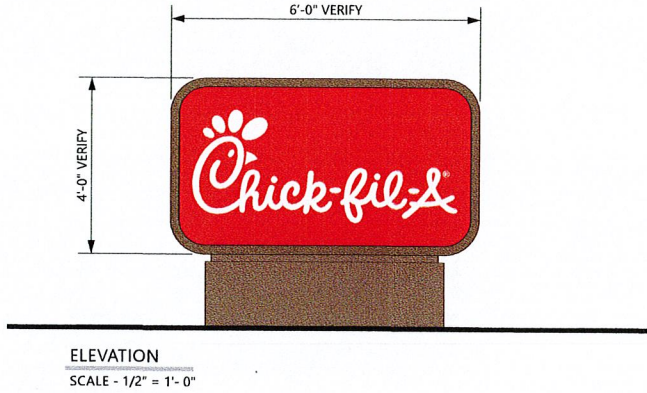
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City of Deerfield Beach
MAY 24 2023
Received
Planning & Dev. Svcs.

SPECIFICATIONS

REPLACE FACES IN EXISTING SIGN WITH NEW ACRYLIC FACES,
DECORATED WITH TRANSLUCENT VINYL FILM
REPAINT EXISTING CABINET AND BASE DARK BRONZE TO MATCH
THE BUILDING
REPLACE LIGHTING AND WIRING AS NEEDED TO ENSURE SIGN
IS ILLUMINATED.

3M #3630-53 TRANSLUCENT CARDINAL RED
.125" #7328 WHITE PLEX
PAINTED MATTHEWS
#74155 DARK BRONZE, SEMI-GLOSS

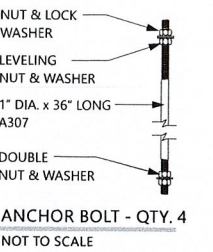
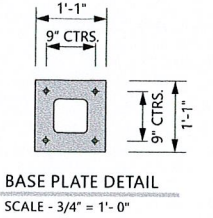
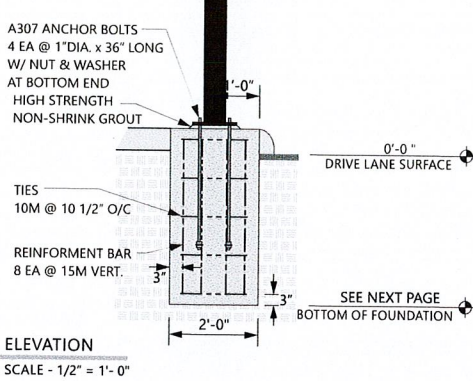
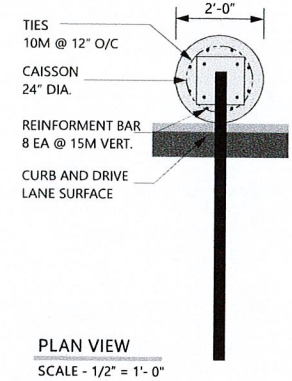


SPECIFICATIONS

STEEL CLEARANCE BAR
CLEARANCE BAR FURNISHED
AND INSTALLED BY
PATTISON SIGN GROUP
ANCHOR CAGES AND FOOTINGS
FURNISHED AND INSTALLED BY
CLAYTON SIGNS

COLORS

CHICK-FIL-A DARK BRONZE



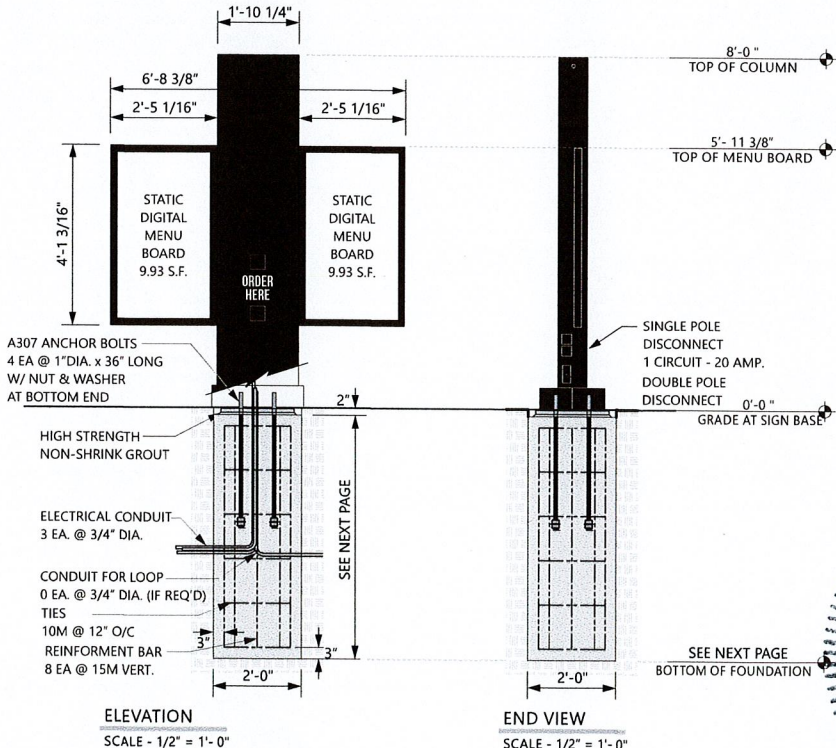
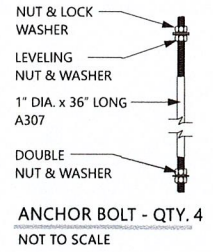
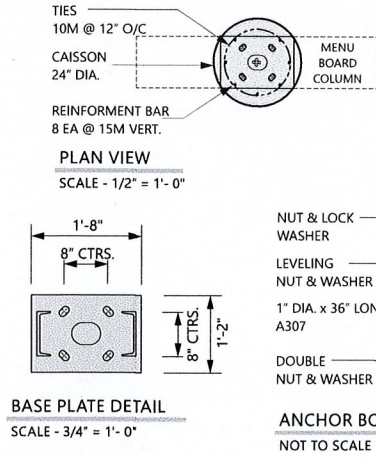
MONUMENT SIGN

SPECIFICATIONS

ALUMINUM CONSTRUCTION CABINETS
WITH DIGITAL DISPLAY BOARDS
WITH STATIC IMAGES
MENU BOARDS FURNISHED
BY COATES GROUP AND
INSTALLED BY HONOR BUILT
MENU BOARD COLUMN AND FRAMING
FURNISHED AND INSTALLED BY
PATTISON SIGN GROUP
ANCHOR CAGES AND FOOTINGS
FURNISHED AND INSTALLED BY
CLAYTON SIGNS

COLORS

CHICK-FIL-A DARK BRONZE
WHITE REFLECTIVE VINYL FILM

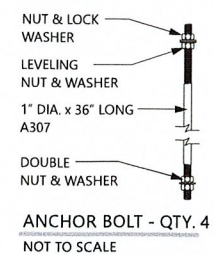
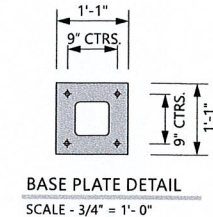
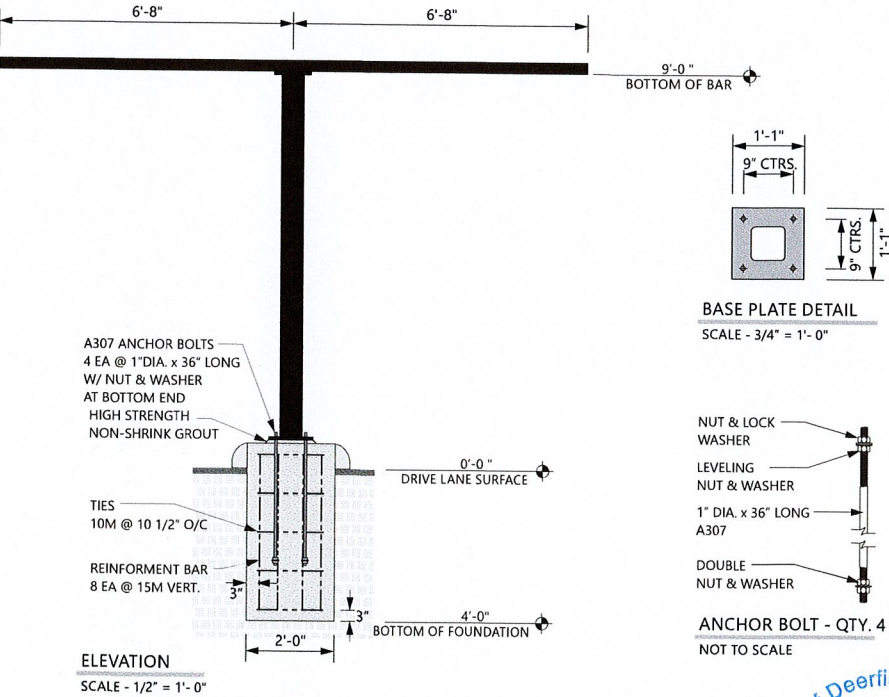
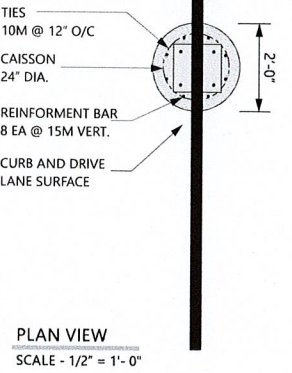


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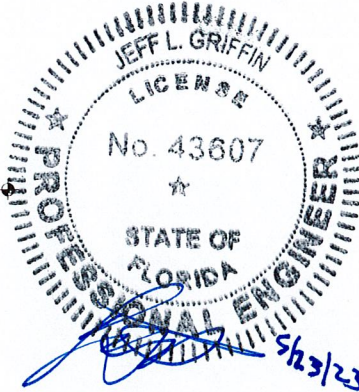
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FURNISHED AND INSTALLED BY
CLAYTON SIGNS

COLORS

CHICK-FIL-A DARK BRONZE



DIGITAL MENU BOARDS



SIGNAGE

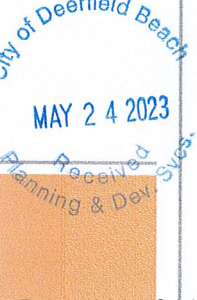
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DRAWN BY Ben Holliday
ACCOUNT REP. Ben Holliday
DRAWING DATE February 16, 2022
REVISION DATE October 6, 2022

STORE NUMBER	STORE ADDRESS
L04991	Chick-fil-A at Deerfield Beach, FL DTO 101 N. Federal Highway Deerfield Beach, FL 33441

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January 11th, 2023
REVISED March 22nd, 2023

Jenny Baez
Bowman
910 SE 17th Street Suite 300
Fort Lauderdale FL 33316

Re: Deerfield CFA Noise Study

Dear Jenny,

We have completed our study of the proposed Chick-Fil-A location at 101 North Federal Highway in Deerfield Beach, Florida. The following includes the results of our measurements and our analysis.

SUMMARY

We conducted measurements at the site, located at 101 North Federal Highway in Deerfield Beach Florida, and an existing Chick-Fil-A location in Garner, North Carolina.

We reviewed documentation of the proposed facility, including site layout, sound level data from the mechanical systems' manufacturer, and information from the drive thru equipment manufacturer.

Based on our measurements and analysis, the new Chick-Fil-A will generate similar sound levels to the ambient sound on site and should comply with the City of Deerfield Beach noise code.

SITE MEASUREMENTS

Site Layout

The site boundary is outlined in red in Figure 1 below. The site was previously utilized by a bank, and is bordered to the east by Federal Highway, to the north by a Dunkin Donuts restaurant, to the south by a gas station and car wash, and to the west by residential properties.

The residences to the west are the primary noise sensitive receivers. The Dunkin Donuts to the north and the carwash to the south are both noise generating facilities and both have their queues located toward the residential property line. These are indicated in Figure 2 below.

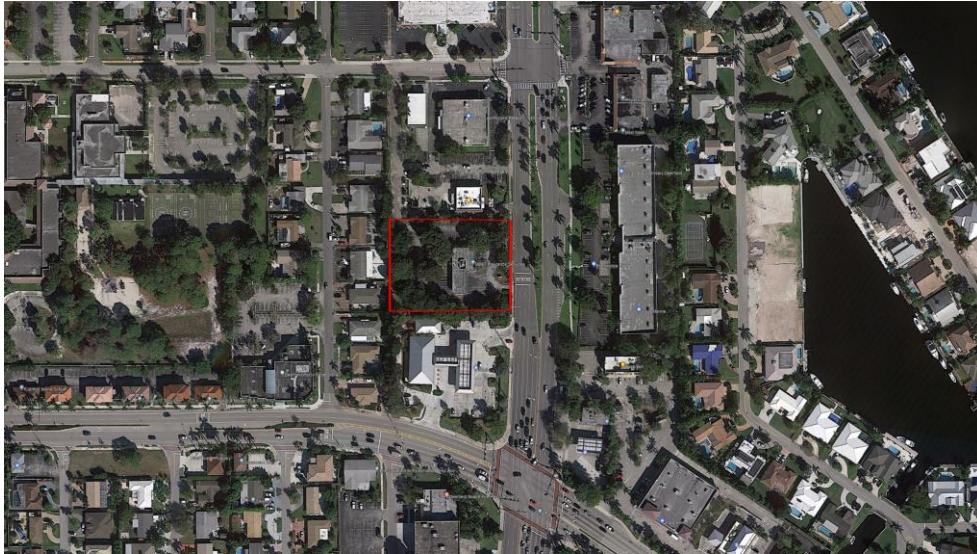


Figure 1: Site

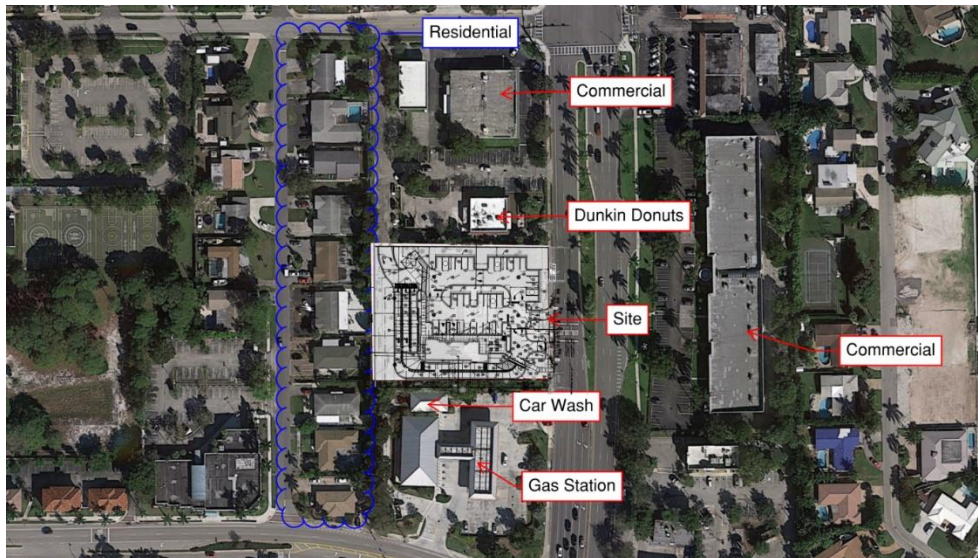


Figure 2: Annotated Site Layout

Measurement Conditions

Over the course of the survey, there was no precipitation according to the weather station at Fort Lauderdale airport. Wind speed remained below 10mph for the duration of the measurement. Temperatures, in degrees Fahrenheit, ranged from approximately 58 to approximately 74 during the survey.

Measurement Equipment

Data was logged every minute and every hour with a Larson-Davis Model LxT sound level meter (SN 2175) with a Larson-Davis Model 375A02 ½" free-field microphone (SN 10128) and a Larson-Davis Model PRMLxT2 microphone preamplifier (SN 12005). The sound level meter was located in a weather resistant case and the microphone and preamplifier were connected with a long cable and installed on a tripod with a weatherproof shroud and windscreen. This noise monitoring system was calibrated with a Larson-Davis Model CAL150 precision acoustic calibrator (SN 3981).

Figure 3 shows the sound level meter on site.

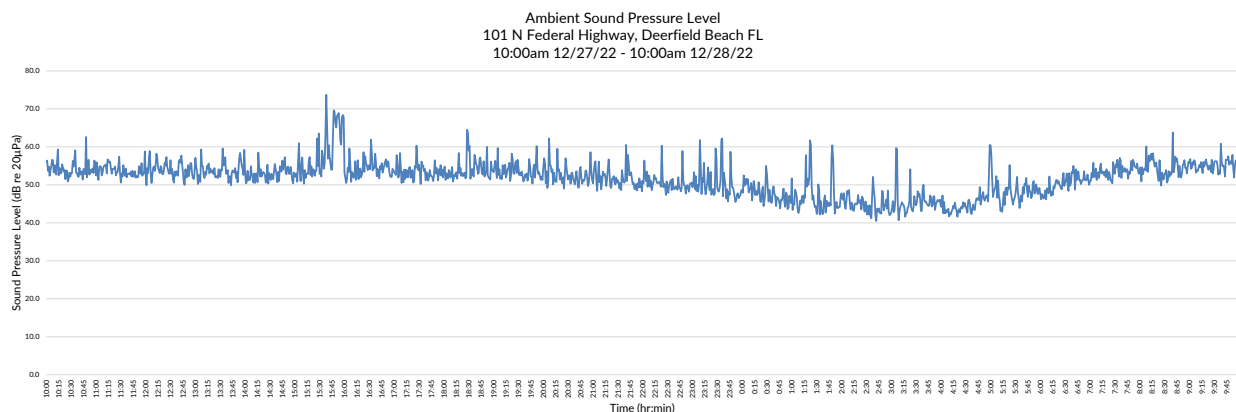


Figure 3: Sound Level Meter on Site

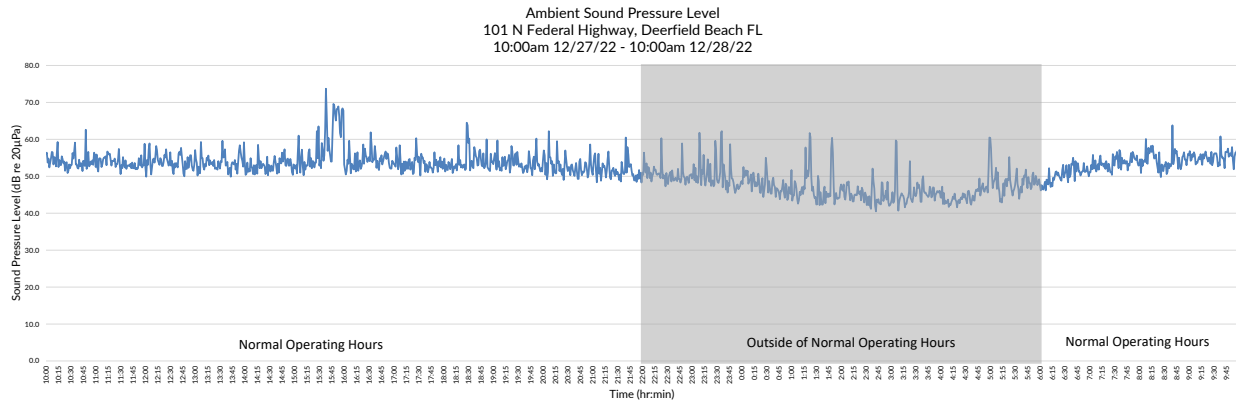
Results

The A-weighted equivalent sound level, L_{eq} , was logged throughout the duration of the survey. The L_{eq} is defined as the level of a steady sound which, over a particular time interval (in this case, one minute or one hour), has the same sound energy as the actual time-varying sound level. The L_{eq} can be thought of as an average sound level and is one of the most useful metrics for quantifying the background noise level over a particular time interval.

Using the logged L_{eq} values, the day-night average sound level, DNL, was calculated for the full day that measurements were logged. The DNL is the 24-hour average sound level, with a 10 decibel penalty applied to sound levels between 10 pm and 7 am to reflect increased sensitivity to noise at night. DNL is a widely accepted descriptor for noise impact assessment. Figure 3 below shows the L_{eq} values measured over the course of the survey. The DNL level for the 24-hour period beginning at 10am on December 27th, 2022 was 58dBA. A larger format graph is included as Appendix A.



As you can see, the sound level remains between 50 and 60dBA between the hours of 6:00am and 10:00pm, which will be typical operating hours. The average ambient sound level during operating hours is 56dBA.



REFERENCE MEASUREMENTS

Site Layout

Measurements were conducted between existing Chick-Fil-A and McDonalds restaurants in Garner, North Carolina.

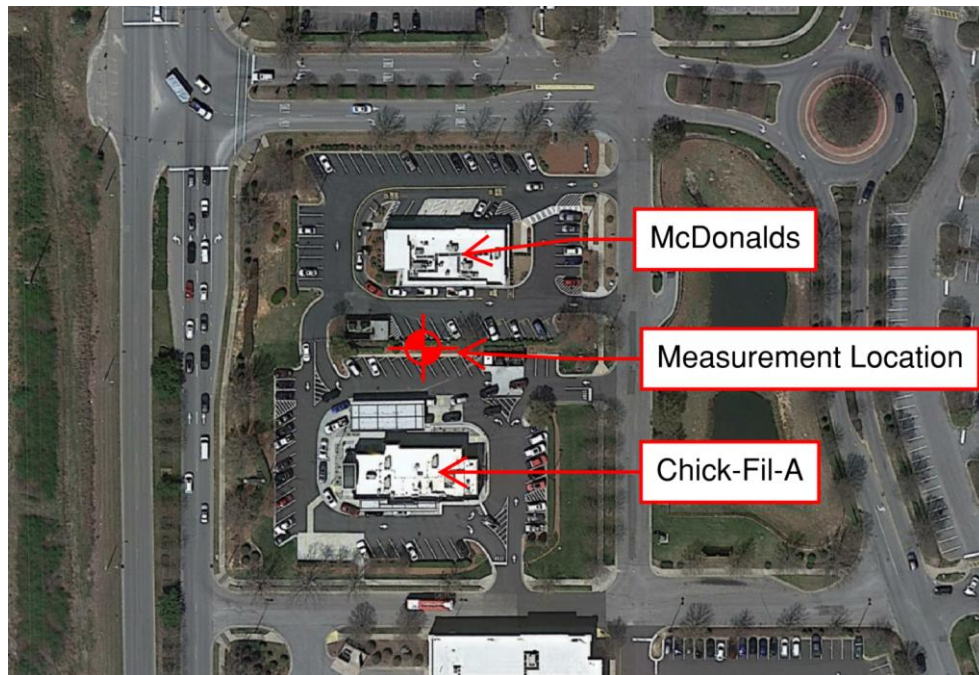


Figure 4: Reference Measurements Location

The measurement location was approximately 25 feet from the nearest travel lane and approximately 42 feet from the nearest Chick-Fil-A order lane.

Measurement Conditions

Measurements were conducted on December 10th and 11th, 2022. Both restaurants were operating on the 10th. On the 11th, the McDonalds was operating and the Chick-Fil-A was not

operating. Measurements were taken for 30 minutes beginning at approximately 5:15pm on both days.

The weather was clear with no precipitation and wind speeds between 3 and 6 mph for both measurements.

On the 10th, orders at the Chick-Fil-A were being taken by staff with tablet computers, and both drive-thru lanes were full. There was also regular traffic through the third lane of customers entering/exiting for in sit-down dining.

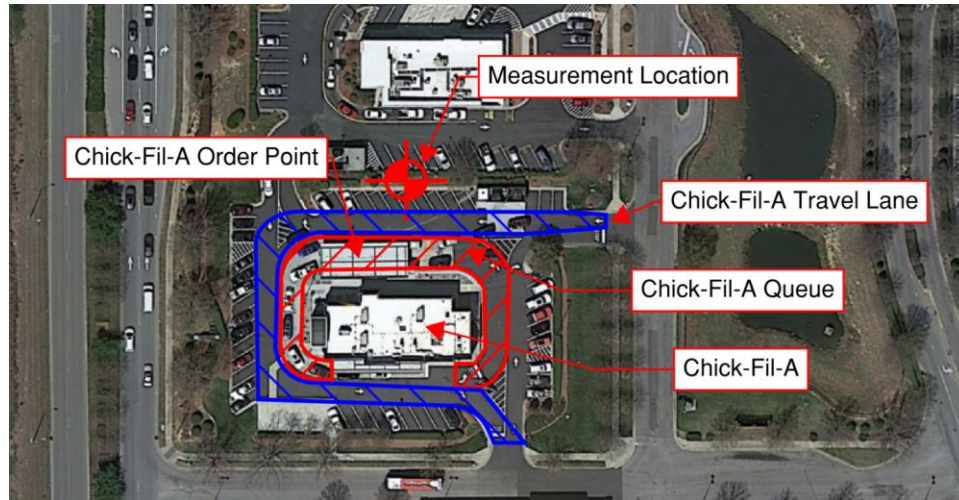


Figure 5: Site Layout of Reference Measurements at Existing Location

Measurement Equipment

Measurements were conducted using a CEL-480 sound level meter (SN051515) using a CEL-495 preamplifier (SN032797) and a CEL-250 free-field microphone (SN4419).

Results

The levels recorded over the 30-minute measurement periods are provided in the table below:

Measurement Condition	Sound Pressure Level	Date
Both Chick-Fil-A and McDonalds Operating	58dBA	12/10/22
Chick-Fil-A Closed, McDonalds Operating	57dBA	12/11/22

Based on these levels, the operations of the Chick-Fil-A alone generated a sound pressure level of 51dBA.

This included noise from vehicle queues, vehicles entering and exiting the site, the order process, and building systems such as HVAC and exhaust fans.

NOISE CODE

Section 34, Article II of the Deerfield Beach Code of Ordinances prescribes limits on noise. Given the adjacent properties are zoned for residential use, Section 34-36 Table 1 limits noise from the site to 60dBA between 7:00am and 9:00am, and 55dBA between 9:00pm and 7:00am, measured at the residential property line.

ANALYSIS

We understand the new Chick-Fil-A facility will have three drive thru lanes and operate from 6:00am to 10:00pm. Drive thru lanes will queue at the rear of the site, and exit at the front. There is an existing 4-5 foot wall along the rear property line that does not break line of sight to the future ordering location.

Typical Chick-Fil-A Operations

Chick-Fil-A restaurants utilize two methods for taking customer orders; typical drive thru speaker systems and staff members with tablet computers.

Staff with Tablet Computers

Our measurements of a similar Chick-Fil-A location during a rush hour were conducted when the facility was using staff with tablet computers to take customer orders. As noted above, this generated 51dBA of sound pressure at 25 feet from the nearest travel lane, and 42 feet from the nearest order lane. The closest order lane at the proposed Chick-Fil-A will be 31 feet from the property line.

Based on these measured levels at a similar distance, the sound pressure level when orders are being taken via staff with tablet computers will be below the noise code and similar to the existing sound levels on site.

Drive Thru Speaker Equipment

We understand the three proposed drive-thru lanes will utilize HME's drive-thru equipment with their Automatic Volume Control (AVC) technology. Based on the provided HME white paper, we understand this technology adjusts drive-thru speaker output so that it remains no more than 15dB above the ambient noise level 1-foot from the speaker.

The three lanes' speakers will face the residences to the west, and will be 41', 53'10", and 67' 3" from the property line. Because sound pressure level drops relative to distance, the sound level at the property line will be reduced by 17dB, 20dB, and 22dB respectively relative to the level at 1 foot from the speaker. This does not include additional attenuation that would be provided by vehicles located between the speakers and the property line.

	Lane 1	Lane 2	Lane 3
Sound Level at 1 foot from speaker, Relative to Ambient Sound Level	+15dB	+15dB	+15dB
Distance to Property Line	41'	53'10"	67'3"
Change in Sound Level Due to Distance	-17dB	-20dB	-22dB
Final Sound Level of Speaker at Property Line, Relative to Ambient Sound Level	-2dB	-5dB	-7dB

The sound level from all three lanes' speakers will be below the ambient sound level at the property line because of the drop in sound level due to distance.

Building Systems

The building will have three air handlers and two exhaust fans located on the roof.

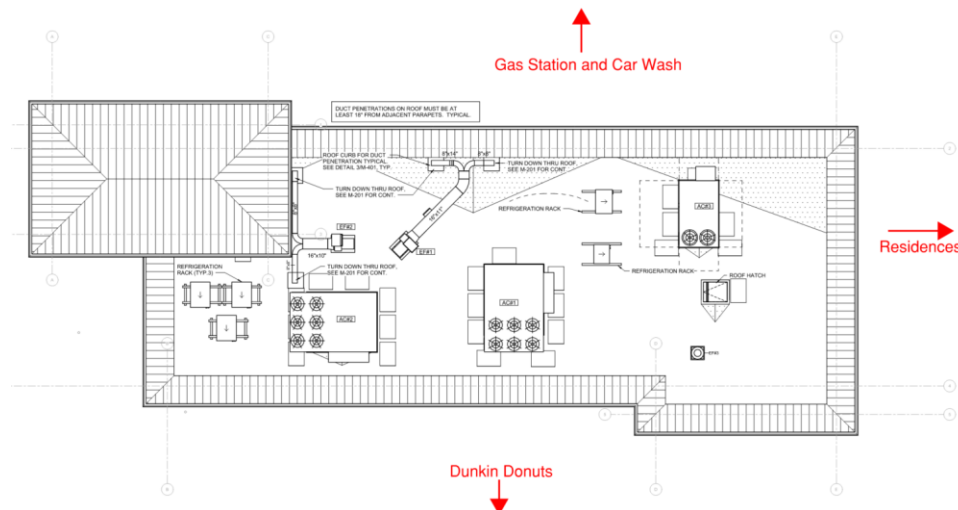


Figure 6: Mechanical Roof Plan

We have received sound power data for all five units. We utilized that data to calculate the expected sound pressure line at the property line. When all units are operating at full capacity, the sound pressure level at the residential property line will be **55dBA**. This meets both the day and night noise code restrictions.

Trash Collections

The restaurant does not intend to use a trash compactor.

The City of Deerfield Beach Noise Ordinance includes an explicit exemption for noise “incidental to city approved refuse collection” in Section 34-37(4). The City of Deerfield Beach provides all trash/refuse services for commercial establishments, and therefore any noise from trash collection is exempt from code restrictions.

Deliveries

Deliveries will be made to the north side of the building, using a medium sized truck, and will occur after hours. This will be very similar to deliveries to the existing adjacent uses.

Other Nearby Noise Sources

The Dunkin Donuts to the north of the project site and the gas station/car wash to the south of the project site are both noise generating facilities. The noise from these facilities will be similar to the noise from the proposed Chick-Fil-A, and both of these facilities also locate their traffic flow, queue, and ordering/purchase at the rear of their sites, near the residences.

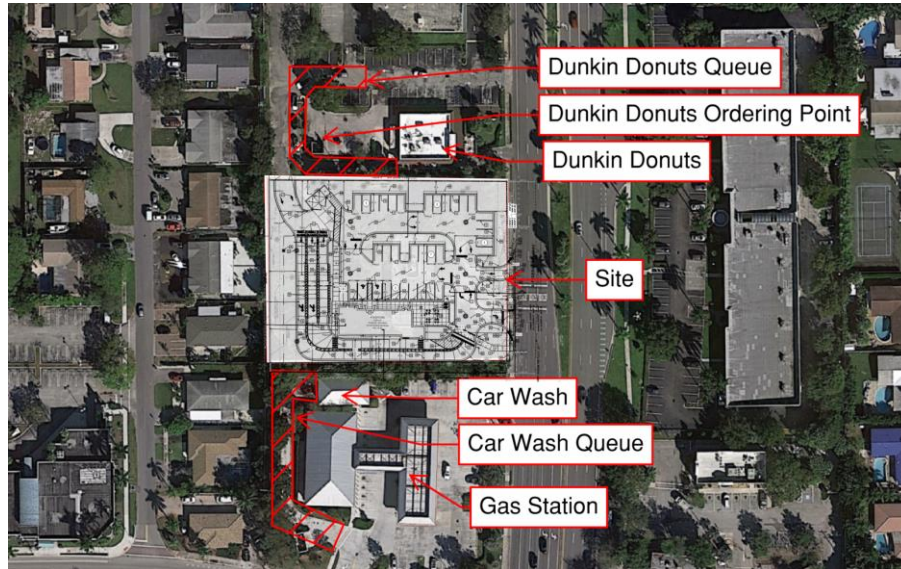


Figure 7: Layout of Adjacent Sites

CONCLUSIONS

During nearly all operating hours, the ambient noise level on site is between 50 and 60dBA, with an average sound pressure level of 56dBA. Average noise levels from Chick-Fil-A operations can be expected to range from 51dBA to 58dBA, depending on the ambient noise level and order method.

The proposed facility is similar in both use and configuration as other noise generating facilities that are directly adjacent.

The proposed building's mechanical systems, even at full capacity, will comply with the noise code at the property line.

The facility intends to use technology that will control the sound level from the ordering speakers. Based on our calculations, this will result in the sound level from ordering speakers being below the ambient sound level at the property line.

Based on our measurements at a similar facility, noise from vehicle queuing and ordering will be similar to ambient levels on site and below the noise code.

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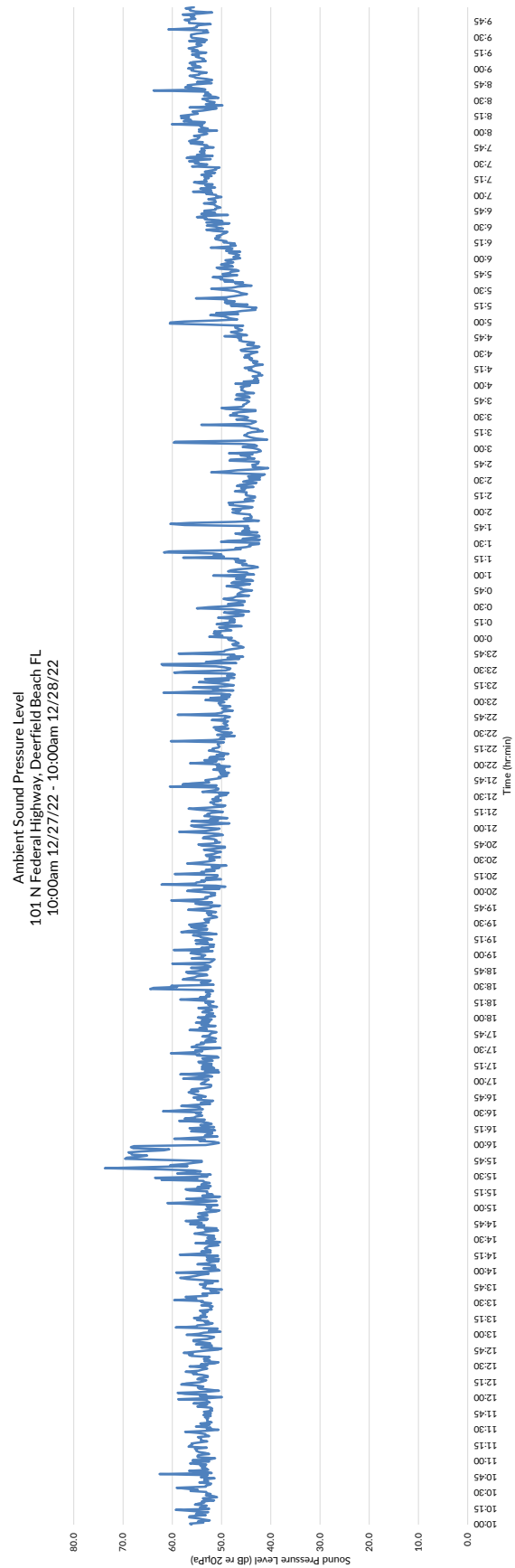
Please feel free to contact me at 404-417-0100 x407 if you have any questions or need additional assistance at this time.

Sincerely,

Paul Mangelsdorf EIT, WELL AP
Principal

22-4285-066-02-R1

APPENDIX A



TRAFFIC IMPACT ANALYSIS

Chick-fil-A #4991 Deerfield Beach
101 N Federal Hwy
Deerfield Beach, Florida

March 14, 2023

Prepared for:
Chick-fil-A, Inc.

Bowman

Traffic Impact Analysis

Chick-fil-A #4991 Deerfield Beach

101 N Federal Hwy
Deerfield Beach, Florida

Prepared March 14, 2023

Prepared for:
Chick-fil-A, Inc.
5200 Buffington Rd
Atlanta, GA 30349
Phone: 404.765.8000

Prepared by:

Bowman

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Analysts: Rodrigo Meirelles
Project Manager: Daniela Jurado, PE

Bowman Job # 010014-01-154

TABLE OF CONTENTS

Executive Summary.....	iii
1. Introduction.....	5
2. Background Information	5
3. Traffic Impact Analysis Methodology	6
4. Roadway Network	6
4.1. Roadway Segments	6
4.2. Intersection Characteristics	6
5. Data Collection	7
6. Traffic Forecast and Background Traffic	8
7. Trip Generation	9
8. Trip Distribution	9
9. Turn Lane Analysis	11
9.1. Right Turn Lane Warrant Analysis	11
10. Capacity Analysis	12
10.1. Capacity Analysis – 2022 Existing Conditions	12
10.2. Capacity Analysis Comparison – 2023 No Build vs Build Conditions	13
10.3. Queue Analysis	16
11. Stacking and Internal Circulation Analysis	16
12. Conclusions and Recommendations	19

LIST OF FIGURES

Figure 1. Site location.....	5
Figure 2. Primary Trip Distribution.....	10
Figure 3. Pass-By Trip Distribution.....	10
Figure 4. Hourly Distribution of Entering and Exiting Vehicle Trips	17

LIST OF TABLES

Table 1 Site Trip Generation	9
Table 2 HCM Level of Service Criteria	12
Table 3 2022 Existing Conditions Capacity Analysis	13
Table 4 2023 Capacity Analysis No Build Vs Build Comparison Morning Peak Hour	14
Table 5 2023 Capacity Analysis No Build Vs Build Comparison Evening Peak Hour	15
Table 6 Queue Analysis for Study Intersections	16

APPENDICES

Appendix A	Site Plan, Drive-Thru Stack Exhibit
Appendix B	Methodology Coordination
Appendix C	Turning Movement Counts, CFA Driveway Volumes and CFA Drive-Thru Stack Data
Appendix D	FDOT Roadway Information
Appendix E	Signal Phasing and Timing information
Appendix F	Volume Development Tables and Exhibits
Appendix G	Capacity Analysis Summary and Synchro Reports

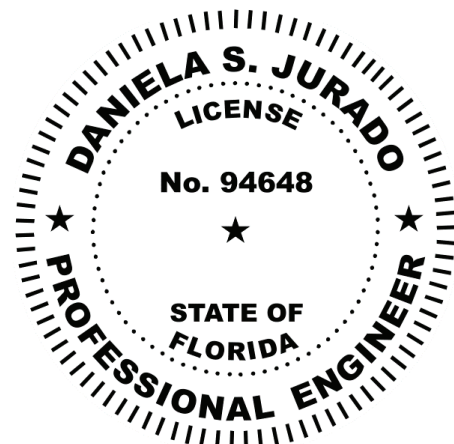
PROFESIONAL ENGINEERING CERTIFICATE

I hereby Certify that I am a registered professional engineer in the State of Florida, practicing with Bowman Consulting Group, Ltd., authorized to operate as an engineering business with Certificate of Authorization License No. 30462, by the state of Florida Department of Professional Regulation, Board of Professional Engineers, and I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice herby reported for:

Project:	Chick-Fil-A – Deerfield Beach
Prepared for:	Chick-fil-A, Inc.
Location	101 N Federal Hwy, Deerfield Beach, Florida 33441
Report date:	03/14/2023

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering as applied through professional judgment and experience.

Name:	Daniela S. Jurado
P.E. No.:	94648
Date:	3/14/2023
Signature:	



DANIELA S. JURADO, P.E.
 State of Florida, License # 94648

This Item has been digitally signed & sealed by Daniela S. Jurado, P.E. on the date indicated here. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.
 djurado@bowman.com
 2023.03.14 10:45:06-04'00'

Executive Summary

This report summarizes the findings of the Traffic Impact Analysis performed by Bowman for the proposed Chick-fil-A development to be located at 101 N. Federal Hwy, in the city of Deerfield Beach, Florida.

The purpose for the study is threefold: (i) to determine the number of trips generated by the proposed site; (ii) to determine the potential impact, if any, of the proposed development on the roadway network; (iii) to propose improvements, if required.

The Traffic Impact Study methodology and scope was coordinated with City of Deerfield Beach.

For the purposes of this analysis, it is anticipated that the proposed development will be constructed and fully operational by the year 2023.

For the purposes of this study the following data was collected:

- Inventory of existing roadway geometry, traffic control devices, and location of existing and proposed driveways.
- Published FDOT AADT counts, seasonal adjustment, and functional classification information.
- Turning movement counts, driveway volumes and drive-thru stack data collection.
- Signal Phasing and Timing information.

The proposed development is expected to generate a total of 189 trips (95 existing and 94 new) during the morning peak hour and 175 trips (96 existing and 79 new) during the evening peak hour.

Turn lane warrant analysis were conducted for the proposed Site Driveway along S Federal Hwy. The analysis was completed per the criteria set forth in the 2019 FDOT Access *Management Guidebook*.

The results of the turn lane warrant analysis show that a right turn lane would not be warranted at the site driveway along S Federal Hwy.

Capacity Analyses were conducted for the 2022 Existing conditions. The results are as follows:

- During the morning peak hour, all intersections currently operate at acceptable overall LOS D or better. The eastbound and westbound approaches of the intersection of S Federal Hwy and E Hillsboro Blvd currently operate at LOS F and LOS E, respectively. All other approaches currently operate at acceptable LOS D or better.
- During the evening peak hour, the intersection of S Federal Hwy and E Hillsboro Blvd currently operates at LOS E. All other intersections currently operate at acceptable LOS A. The eastbound and westbound approaches of the intersection of S Federal Hwy and E Hillsboro Blvd currently operate at LOS E and LOS F, respectively. All other approaches currently operate at acceptable LOS D or better.

A Capacity Analyses Comparison was conducted for the 2023 No Build and 2023 Build conditions to identify areas impacted by the proposed development.

A third scenario (Build Improved) has been included in the table. This scenario presents minor timing adjustments on the study intersections on the roadway network to demonstrate a possible path that can be taken to improve the study area. The Build Improved scenario has been included for informational purposes and shall not be required to be done by the developer.

The results of the Capacity Analysis comparison indicate the following:

During the morning peak hour:

- The intersection of S Federal Hwy and E Hillsboro Blvd is anticipated to operate at LOS D under No Build, Build, and Build Improved Conditions. No approaches are expected to degrade in LOS with the inclusion of the proposed development trips.

During the evening peak hour:

- The intersection of S Federal Hwy and E Hillsboro Blvd is anticipated to operate at LOS E under No Build, Build, and Build Improved Conditions. No approaches are expected to degrade in LOS with the inclusion of the proposed development trips.

Note that the LOS and/or v/c ratios will be exceeded without the addition of project trips; therefore, in accordance with the *Florida Statute 163.3180*, **the project is not responsible for mitigating these deficiencies.**

A queueing analysis was performed to determine if the queue lengths exceed the existing storage length of the turn lanes in the study area.

Based on the queue results, the storage of the eastbound left-turn lane of the intersection of S Federal Hwy and E Hillsboro Blvd are exceeded during the morning peak hour under No Build and Build conditions. All other turn lane storages are not expected to be exceeded under both No Build and Build conditions.

To evaluate the drive-thru operations of the proposed site, the maximum number of vehicles in stack on an existing similar Chick-fil-A facility in the vicinity were recorded for each 5-minute period, as specified on the data collection section of this report. The anticipated maximum queue event is expected to be contained within of the proposed site without spilling back into the adjacent roadway network.

Based on the results of the capacity, queueing and the stacking analysis presented on this report, the inclusion of the proposed CFA at 101 N. Federal Hwy, in the city of Deerfield Beach, Florida is not expected to adversely impact the surrounding roadway network.

1. Introduction

This report summarizes the findings of the Traffic Impact Analysis performed by Bowman for the proposed Chick-fil-A development to be located at 101 N. Federal Hwy, in the city of Deerfield Beach, Florida.

The purpose for the study is threefold: (i) to determine the number of trips generated by the proposed site; (ii) to determine the potential impact, if any, of the proposed development on the roadway network; (iii) to propose improvements, if required.

2. Background Information

The proposed project entails the development of a 3,252 SF Chick-fil-A Drive-thru only Restaurant with a 25-car stack and 31-car maximum (contingency) drive-thru stack, provided on three drive-thru lanes and a bypass lane. The site plan is presented in **Appendix A**. The site proposed to be located on lot previously occupied by a 2,264 SF Bank with Drive-Thorough at 101 N. Federal Hwy, in the city of Deerfield Beach, Florida. **Figure 1** depicts the site location.



Figure 1. Site location

Access to the development is proposed to be provided by (i) one right-in/right-out driveway along Federal Hwy, and by (ii) one alley along NE Eller St, with an access easement allowing traffic to enter through the alley (*Book 8439 Pg 125*).

3. Traffic Impact Analysis Methodology

The Traffic Impact Study methodology and scope was coordinated with City of Deerfield Beach. A copy of the approved Traffic Impact Analysis Methodology Statement and proof of the coordination with the agency is contained in **Appendix B**.

FDOT access permit approval was received on September 15th, 2022. The permit approval is contained in **Appendix B**.

As shown in the Traffic Impact Analysis Methodology Statement and coordination emails the following intersections were analyzed in this report:

- S Federal Hwy and E Hillsboro Blvd (Signalized Intersection)
- S Federal Hwy and NE Eller St (Signalized Intersection)
- NE Eller St and Alley/Office Driveway (Unsignalized Intersection)
- S Federal Hwy and Site Driveway (Right-in/Right-out movements)

For purposes of this analysis, the following items are to be analyzed in this report:

- Trip generation (proposed site) based on local existing Chick-fil-A trip generation data.
- Turn Lane warrant analysis at the site driveway.
- Capacity Analysis/Intersection Analysis (Study intersections).
- Queueing analysis. Federal Hwy and Hillsboro Blvd (EB LT and SB LT), NE Eller St and Federal Hwy (NB LT and EB LT), S Federal Hwy and Site Driveway 1 (Right-In/Right-out), NE Eller St and Alley.
- Stacking & Internal Circulation Analysis.

4. Roadway Network

4.1. Roadway Segments

S Federal Hwy: Within the identified study area is a six-lane divided Principal Arterial identified as a State-maintained roadway according to the Broward County Road Jurisdiction Map. S Federal Hwy has a North-South alignment and a posted speed limit of 45 miles per hour.

E Hillsboro Blvd: Within the identified study area is a four-lane divided Principal Arterial identified as State-maintained roadway according to the Broward County Road Jurisdiction Map. Hillsboro Blvd has an East-West alignment and a posted speed limit of 35 miles per hour.

NE Eller St (NE 2nd St): Within the identified study area is a two-lane undivided City-maintained Major Collector roadway according to the Broward County Road Jurisdiction Map. NE Eller St has an East-West alignment and a posted speed limit of 25 miles per hour.

4.2. Intersection Characteristics

Intersection of S Federal Hwy and E Hillsboro Blvd

This intersection is currently a four-legged signalized intersection where S Federal Hwy has a North-South alignment and E Hillsboro Blvd has an East-West alignment.

The eastbound approach consists of one exclusive left-turn lane, two through lanes, and one exclusive right-turn lane. The westbound approach consists of two exclusive left-turn lanes, two through lanes, and one exclusive right-turn lane. The northbound approach consists of two exclusive left-turn lanes, three through lanes, and one channelized right-turn lane. The southbound approach consists of two exclusive left-turn lanes, three exclusive through lanes, and one channelized right-turn lane.

Intersection of S Federal Hwy and NE Eller St

This intersection is currently a four-legged signalized intersection where S Federal Hwy has a North-South Alignment and NE Eller St has an East-West alignment.

The eastbound approach consists of one exclusive left-turn lane, and one shared through/right-turn lane. The westbound approach consists of a single lane approach with left, through, and right-turn movements allowed. The northbound and southbound approaches both consist of one exclusive left-turn lane, two exclusive through lanes, and one shared through/right-turn lane.

Site Access Driveways*Intersection of S Federal Hwy and Site Driveway 1*

This intersection is proposed to be a three-legged unsignalized intersection where S Federal Hwy has a North-South alignment and Driveway 1 has an East-West alignment.

The westbound approach is proposed to consist of one right-out only lane. The northbound approach consists of three through lanes. The southbound approach consists of two through lanes, and one shared through/right-turn lane.

Intersection of NE Eller St and Shared Access Alley/Office Driveway

This is an existing a four-legged unsignalized intersection where the alley and the Office Driveway have a North-South alignment and NE Eller St has an East-West alignment.

A reciprocal access easement (*Book 8439 Pg 125*) provides access through the alley, this easement requires no barriers or obstructions in the access easement.

All approaches consist of a single lane approach with left, though, and right-turn movements allowed.

5. Data Collection

For the purposes of this study the following data was collected:

- Inspections were conducted to obtain an inventory of existing roadway geometry, traffic control devices, and location of existing and proposed driveways.
- Turning movement counts, driveway volumes and drive-thru stack data collection:

- Turning movement counts were collected during the morning (7:00 am - 9:00 am) and evening (4:00 pm - 6:00 pm) on an average weekday while the schools were in session, (Wednesday, May 4th, 2022). The counts were collected peak periods at the following intersections:
 - o S Federal Hwy and E Hillsboro Blvd
 - o S Federal Hwy and NE Eller St
 - o NE Eller St and Alley/Office Driveway
- Driveway Volumes were collected during morning (7:00 am - 9:00 am), noon (12:00-2:00 pm), and evening (4:00 pm - 6:00 pm) peak periods on an average weekday while the schools were in session, (Wednesday, May 4th, 2022) at the existing Chick-fil-A Restaurant located at 3648 W Hillsboro Blvd, in the city of Deerfield Beach, Florida.
- Maximum Drive-thru queues were collected during the noon peak period (12:00-2:00 pm) on an average weekday while the schools were in session, (Wednesday, May 11th, 2022) at the existing Chick-fil-A Restaurant located at 3648 W Hillsboro Blvd, in the city of Deerfield Beach, Florida.

The turning movement counts, Existing CFA driveway volumes, drive-thru stack data collection, and peak hour determination calculations are presented in **Appendix C**.

- Published FDOT seasonal adjustment factors for the study area, and functional classification information, see **Appendix D**.
- Signal phasing and timing information for the signalized analysis intersections, see **Appendix E**.

6. Traffic Forecast and Background Traffic

For the purposes of this analysis, it is anticipated that the proposed development will be constructed and fully operational by the year 2023. The following scenarios were evaluated as part of this study: 2022 Existing, 2023 No Build, 2023 Build, and 2023 Build with improvements.

To assess the 2022 Existing Peak Hour Traffic Volumes the Turning Movement counts were affected by the FDOT peak season conversion factor (see **Appendix D**) for the corresponding week of the year.

The 2022 Existing Peak Hour Traffic Volumes are depicted on **Exhibit 1** in **Appendix F**.

To develop the 2023 traffic volumes, a background growth rate applicable for the overall study area roadway segments was calculated using Trend analysis and the historical (2015-2019) FDOT AADT information. Based on the coordination with the city of Deerfield Beach Review Staff, and as a conservative approach, a minimum 1.0% overall study area growth rate was considered, see Methodology Memorandum, **Appendix B, Attachment M-2**.

The overall study area growth rate was applied to the 2022 Existing Peak Hour Traffic Volumes to develop the 2023 No Build Traffic Volumes, see **Exhibit 2** in **Appendix F**.

7. Trip Generation

As mentioned previously on this report, the trip generation of the proposed Drive-thru only Chick-fil-A Facility was based on the existing trips of the fully operational 4,750 SF Deerfield Beach Chick-fil-A site located at 3648 W Hillsboro Blvd which operates with both, indoor seating and drive-thru with a 77% average drive-thru utilization. For a conservative approach 80% of the existing site trip generation was considered to calculate the anticipated the trip generation of the proposed 3,252 SF Drive-thru only Chick-fil-A.

Pass-By rates of 50% for morning peak hour, and 55% for the evening peak were extracted from the Institute of Transportation Engineers *Trip Generation Manual*, 11th Edition for Land Use 934. Weekday Trip Generation calculations are presented on **Appendix C**.

Table 1 displays the anticipated trip generation for the proposed development.

Table 1 Site Trip Generation

Land Use ⁽¹⁾	LU Code ⁽¹⁾	Time period	Trips ⁽²⁾			Pass-By Trips ⁽³⁾			Primary Trips		
			In	Out	Total	In	Out	Total	In	Out	Total
Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	935	AM ⁽²⁾⁽³⁾	99	90	189	50	45	95	49	45	94
		PM ⁽²⁾⁽³⁾	82	93	175	45	51	96	37	42	79
		Weekday ⁽⁴⁾⁽⁵⁾	1238	1238	2476	650	650	1300	588	588	1176

(1) Based on the Institute of Transportation Engineers Trip Generation, 11th Edition

(2) Site Trips based on 80% of Existing CFA at 3648 W Hillsboro Blvd, Deerfield Beach, FL

(3) 50% AM and 55% PM Pass-By Rates as per the ITE Trip Generation Manual 11th Ed, Appendices.

(4) Weekday trips base on ITE weekday rates multiplied by 1.115 factor (Max Ratio [Collected CFA trips/ITE trips]).

(5) 52.5% Weekday Pass-by Rates calculated as average between the AM and PM peak hour pass-by rates.

The proposed development is expected to generate 2,476 daily trips on an average weekday. A total of 189 trips (95 Pass-by and 94 Primary) during the morning peak hour and 175 trips (96 Pass-by and 79 Primary) during the evening peak hour are anticipated.

8. Trip Distribution

The anticipated Primary Trip Distribution was manually developed based on the review of the proposed site characteristics, and the review of population centers and land uses within the area of influence and based on the ratio of the AADTs on the adjacent roadways.

The anticipated Pass-By Trip Distribution was manually developed based on the review of the time-of-day directional distribution and accessibility to the site of the traffic volumes.

This anticipated site trip distribution was coordinated during the methodology/scoping process.

The anticipated Primary Regional Trip Distribution is presented in **Figure 2**.



Figure 2. Primary Trip Distribution

The anticipated Pass-by Regional Trip Distribution is presented in **Figure 3**.



Figure 3. Pass-By Trip Distribution

The Primary and Pass-By trip distribution are presented in **Exhibits 3 and 4** in **Appendix F**.

The Primary and Pass-By trips are presented in **Exhibits 5 and 6** in **Appendix F**.

The CFA Site Trips are presented in **Exhibits 7** in **Appendix F**.

The CFA Site Trips were added to the 2023 No Build Traffic Volumes to yield the 2023 Build Traffic Volumes presented in **Exhibit 8** in **Appendix F**.

Summary Volume development tables are included in **Appendix F**.

9. Turn Lane Analysis

Turn lane warrant analysis were conducted for the proposed Site Driveway along S Federal Hwy. The analysis was completed per the criteria set forth in the 2019 FDOT *Access Management Guidebook*.

9.1. Right Turn Lane Warrant Analysis

The forecasted right turn volumes at the Site Driveway were evaluated to determine the need for the installation of an auxiliary right turn lane to access the proposed site as showed on the total trips depicted on the 2023 Build conditions **Exhibit 8** in **Appendix F**.

The following number of entering right turns are anticipated at each peak hour:

- S Federal Hwy and Site Driveway
 - AM Peak Hour – 81
 - PM Peak Hour – 68

The Florida Department of Transportation 2019 *Access Management Guidebook* was used to determine if a right-turn lane is warranted to enter the site.

Based on the *Access Management Guidebook*, the installation of an auxiliary right turning lane is warranted on Roadways with speed limit of 45 MPH or less when the number of right turning vehicles exceed 80-125.

- The lower threshold of 80 right turns is more appropriately used on for higher volume roads and two-lane roads where lateral movement is restricted while,
- 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).

Following these guidelines, the study found that a right turn lane would not be warranted at the site driveway considering that the peak hour right-turn volumes do not exceed the 125 right-turning vehicles per hour threshold for multilane highways.

10. Capacity Analysis

The study intersections were analyzed for No Build and Build Conditions following the Highway Capacity Manual (HCM 6th Edition) methodologies using the computer software package Synchro 10. The analysis uses capacity, Level of Service, and control delay as the criteria for the performance of the driveways.

Capacity, as defined by the HCM, is a measure of the maximum number of vehicles in an hour that can travel through an intersection or section of roadway under typical conditions.

Table 2 shows the LOS for unsignalized intersections as defined by the HCM.

Table 2 HCM Level of Service Criteria

Unsignalized Intersections		Signalized Intersections	
Level of Service	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)
A	≤10	A	≤10
B	>10-15	B	>10-20
C	>15-25	C	>20-35
D	>25-35	D	>35-55
E	>35-50	E	>55-80
F	≥50	F	≥80

Control delay is a measure of the total amount of delay experienced by an individual vehicle and includes delay related to deceleration, queue delay, stopped delay, and acceleration.

Table 2 displays the amount of control delay (in seconds per vehicle) that corresponds to the LOS for signalized and unsignalized intersections.

10.1. Capacity Analysis – 2022 Existing Conditions

Capacity analysis was conducted for the 2022 Existing Conditions. This capacity analysis is based on the existing traffic volumes, lane configurations and intersection configurations. The synchro reports and capacity analysis summary are included in **Appendix G**.

Table 3 presents the 2022 Existing Conditions capacity analysis results for both the morning and evening peak hours.

Table 3 2022 Existing Conditions Capacity Analysis

2022 EXISTING CONDITIONS			Morning Peak Hour (AM)	Evening Peak Hour (PM)
Intersection	Approach	Movement	LOS	LOS
1 S Federal Hwy & E Hillsboro Blvd (Signalized)	EB	Approach	F	E
	WB	Approach	E	F
	NB	Approach	D	D
	SB	Approach	B	C
	Intersection	-	D	E
2 S Federal Hwy & NE Eller St/Mall Drwy (Signalized)	EB	Approach	D	D
	WB	Approach	D	D
	NB	Approach	A	A
	SB	Approach	A	A
	Intersection	-	A	A
11 S Federal Hwy & Driveway 1 (Unsignalized)	EB	Approach	A	A
	NB	Approach	A	A
	SB	Approach	A	A
	Intersection	-	A	A
12 NE Eller St & Shared Alley (Unsignalized)	EB	Approach	A	A
	WB	Approach	A	A
	NB	Approach	A	A
	SB	Approach	A	A
	Intersection	-	A	A

Extracted from Synchro11 HCM 6th Edition

Based on the results of the 2022 Existing Conditions Capacity Analysis, during the morning peak hour all intersections currently operate at acceptable overall LOS D or better. The eastbound and westbound approaches of the intersection of S Federal Hwy and E Hillsboro Blvd currently operate at LOS F and LOS E, respectively. All other approaches currently operate at acceptable LOS D or better during the morning peak hour.

Based on the results of the 2022 Existing Conditions Capacity Analysis, during the evening peak hour the intersection of S Federal Hwy and E Hillsboro Blvd currently operates at LOS E. All other intersections currently operate at acceptable LOS A. The eastbound and westbound approaches of the intersection of S Federal Hwy and E Hillsboro Blvd currently operate at LOS E and LOS F, respectively. All other approaches currently operate at acceptable LOS D or better during the evening peak hour.

10.2. Capacity Analysis Comparison – 2023 No Build vs Build Conditions

A Capacity Analyses Comparison was conducted for the 2023 No Build and Build conditions (2023). The primary purpose for this approach was to compare the results in order to identify areas impacted by the proposed development.

A third scenario (Build Improved) has been included in the table. This scenario presents minor timing adjustments on the study intersections on the roadway network to demonstrate a possible path that can be taken to improve the study area. The Build Improved scenario has been included for informational purposes and shall not be required to be done by the developer.

The synchro reports and capacity analysis summary are included in **Appendix G**.

Table 4 presents the summary of the morning peak hour capacity analysis comparison No Build Vs Build Conditions.

Table 4 2023 Capacity Analysis No Build Vs Build Comparison Morning Peak Hour

2023 MORNING PEAK HOUR CONDITIONS			NO BUILD	BUILD	BUILD IMPROVED
Intersection	Approach	Movement	LOS	LOS	LOS
1	EB	Approach	F	F	F
	WB	Approach	E	E	E
	NB	Approach	D	D	D
	SB	Approach	B	B	B
	Intersection	-	D	D	D
2	EB	Approach	D	D	
	WB	Approach	D	D	
	NB	Approach	A	A	
	SB	Approach	A	A	
	Intersection	-	A	A	
11	EB	Approach	A	B	
	NB	Approach	A	A	
	SB	Approach	A	A	
	Intersection	-	A	A	
12	EB	Approach	A	A	
	WB	Approach	A	A	
	NB	Approach	A	A	
	SB	Approach	A	A	
	Intersection	-	A	A	

Extracted from Synchro11 HCM 6th Edition

Based on the results of the capacity analysis comparison, during the morning peak hour the intersection of S Federal Hwy and E Hillsboro Blvd is anticipated to operate at LOS D under No Build, Build, and Build Improved Conditions. No approaches are expected to degrade in LOS with the inclusion of the proposed development trips.

Table 5 presents the capacity analysis comparison No Build Vs Build Conditions results for the evening peak hour.

Table 5 2023 Capacity Analysis No Build Vs Build Comparison Evening Peak Hour

2023 EVENING PEAK HOUR CONDITIONS			NO BUILD	BUILD	BUILD IMPROVED
Intersection	Approach	Movement	LOS	LOS	LOS
1 S Federal Hwy & E Hillsboro Blvd (Signalized)	EB	Approach	E	E	E
	WB	Approach	F	F	F
	NB	Approach	D	D	D
	SB	Approach	C	C	C
	Intersection	-	E	E	E
2 S Federal Hwy & NE Eller St/Mall Drwy (Signalized)	EB	Approach	D	D	
	WB	Approach	D	D	
	NB	Approach	A	A	
	SB	Approach	A	A	
	Intersection	-	A	A	
11 S Federal Hwy & Driveway 1 (Unsignalized)	EB	Approach	A	B	
	NB	Approach	A	A	
	SB	Approach	A	A	
	Intersection	-	A	A	
	EB	Approach	A	A	
12 NE Eller St & Shared Alley (Unsignalized)	WB	Approach	A	A	
	NB	Approach	A	A	
	SB	Approach	A	B	
	Intersection	-	A	A	
	EB	Approach	A	A	

Extracted from Synchro 11 HCM 6th Edition

Based on the results of the capacity analysis comparison, during the evening peak hour the intersection of S Federal Hwy and E Hillsboro Blvd is anticipated to operate at LOS E under No Build, Build, and Build Improved Conditions. No approaches are expected to degrade in LOS with the inclusion of the proposed development trips.

Note that the LOS and/or v/c ratios of some approaches and movements in the study area will be exceeded without the addition of project trips; therefore, in accordance with the *Florida Statute 163.3180*, **the project is not responsible for mitigating these deficiencies**.

10.3. Queue Analysis

A queueing analysis was performed to determine if the queue lengths exceed the existing storage length of the turn lanes in the study area. **Table 6** presents the 95th percentile queue results for the No Build and Build conditions for the morning and evening peak hours, see **Appendix G**.

Table 6 Queue Analysis for Study Intersections

QUEUEING ANALYSIS				Morning Peak Hour			Evening Peak Hour		
Intersection	Approach	Movement	Storage (ft)	No Build	Build	Build Improved	No Build	Build	Build Improved
1 S Federal Hwy y & E Hillsboro Blvd	EB	LT	315	535	575	545	355	370	368
	SB	LT	275 / 335	158	168	168	303	313	323
2 S Federal Hwy y & NE Eller St/Mall Drw y	EB	LT	220	15	38		45	70	
	NB	LT	155	8	15		15	23	
11 S Federal Hwy y & Driveway 1	EB	Approach	50	0	7		0	9	
	SB	TR	-	0	0		0	0	
12 NE Eller St & Shared Alley	EB	Approach	-	0	0		0	0	
	WB	Approach	-	0	0		0	0	
	NB	Approach	200	0	4		0	2	
	SB	Approach	130	0	0		0	0	

Extracted from Synchro11 HCM 6th Edition

95th percentile volume exceeds capacity, queue may be longer

m Volume for the 95th percentile queue is metered by upstream signal

For queue given in term of vehicles one vehicle was assumed equal to 25 ft (Including space in between vehicles).

Based on the 95th percentile queue results, the storage of the eastbound left-turn lane of the intersection of S Federal Hwy and E Hillsboro Blvd is exceeded during the morning and evening peak hour under No Build and Build conditions. All other turn lanes are not expected to be exceeded under both No Build and Build conditions.

11. Stacking and Internal Circulation Analysis

To evaluate the drive-thru operations of the proposed site, the maximum number of vehicles in stack on an existing similar Chick-fil-A facility in the vicinity were recorded for each 5-minute period, as specified on the data collection section of this report.

The data collection procedures and evaluation for this assessment are in accordance with the Institute of Traffic Engineers (ITE) Trip Generation Handbook, 3rd Edition. The ITE is the leading resource for such data and provides traffic and parking related data for numerous land use and building types. Additionally, the ITE provides guidelines to conduct site specific data collection.

Figure 4 presents a comparison between the morning, noon and evening peak hour trips on collected on the existing CFA at 3648 W Hillsboro Blvd. Based on the peak demand is expected to occur during the noon peak period. Therefore, for the purposes of this analysis, the maximum number of vehicles in stack were recorded during the noon (12:00 pm -2:00 pm) peak period for each 5-minute interval.

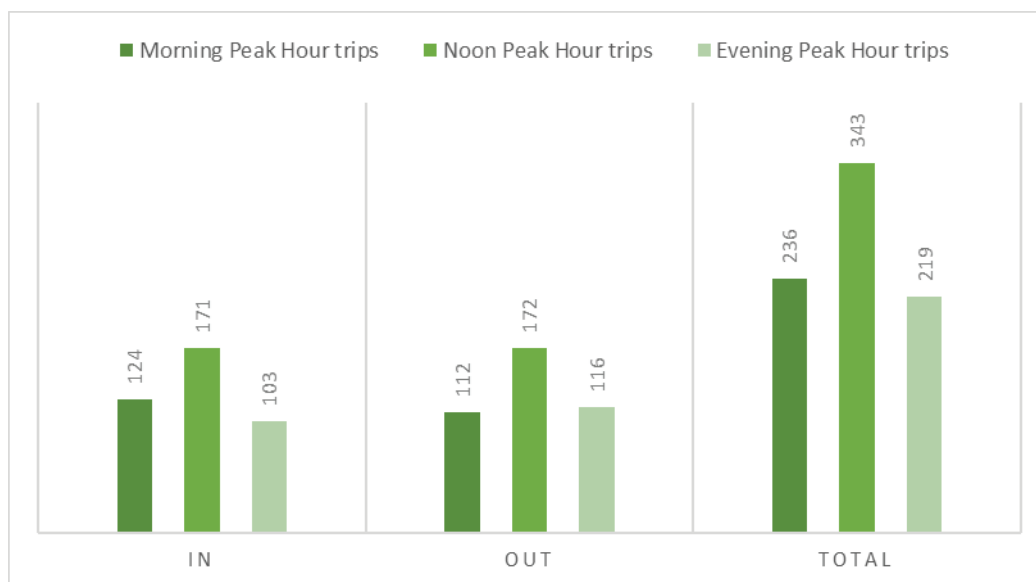


Figure 4. Comparison Morning, Noon and Evening Peak Hour Trips

The proposed CFA is equipped with 25 drive-thru stack with and a by-pass lane, at maximum capacity the drive-thru can accommodate 31 vehicles. An exhibit showing the drive-thru stack of the proposed site is presented in **Appendix A**.

Based on the results of the existing CFA drive-thru data collection, the maximum observed queue was of 35 vehicles in line, as presented in **Appendix C**. The comparison between the CFA W Hillsboro Blvd (surveyed site) and the proposed Deerfield Beach CFA on S Federal Hwy, shows that the later provides 4 less stacking spaces than the maximum vehicle-stack observed on the surveyed site.

As previously stated, the layout will include the implementation of triple-lane drive-thru lanes, allowing drive-thru access from three separated lanes, each provided with its own order board. The orders will be taken via "Face-to-Face Ordering" by employees carrying tablets, enhancing the efficiency of the ordering process. Other enhancements of the proposed site are the by-pass lane, expediting the exit of vehicles already served by the drive-thru. Thus, the anticipated processing time is expected to be less than the existing CFA site, therefore the drive-thru stack of the proposed site is expected to be less than the ones observed on the existing site.

Although the maximum number of vehicles observed on the existing site is greater than the proposed drive-thru stack, it should be noted the existing site has full operation which involves drive-thru, pick up, and indoor sitting. In contrast, the CFA on S Federal Hwy is proposed as a drive-thru and pickup only location with no indoor seating. The proposed site is also equipped with an enlarged kitchen and three separated ordering points. As there are no walk-in patrons to attend, this location is expected to be optimized to serve drive-thru vehicles faster than the existing (surveyed) facility, therefore, the proposed site is projected to have shorter ordering and processing times; as a result, the number of vehicles in the drive-thru stack is expected to be less than the observed on the existing site. With this, the proposed drive-thru stack is not expected to be exceeded.

As contingency plan, the vehicles exceeding the capacity of the drive-thru lanes would be directed by the operator to loop around the site which provides additional internal stack, with more than 180 feet from the drive-thru entrance to N Federal Hwy ROW lines, therefore vehicles are expected to stack internally if the drive-thru queue storage is ever exceeded.

The review of the proposed site circulation shows the site provides one-way counterclockwise circulation allowing vehicles to loop around the site, this is expected to reduce the conflict points inside the development. The site also provides striping on the northern driveway to restrict the subsequent internal movement to a single path (right-turn only). As a result, the decision-making time of the drivers is expected to decrease, making the entrance of vehicles more fluent.

A reciprocal access easement (*Book 8439 Pg 125*) provides access through the alley, this easement requires no barriers or obstructions in the access easement, including car-stack. Therefore, a "Do Not Block" rectangle is recommended at the entrance of the drive-thru. This is expected to avoid vehicles blocking the drive-thru and alley site access, preventing gridlocks and vehicles stacking on the alley easement.

12. Conclusions and Recommendations

The proposed development is expected to generate a total of 189 trips (95 existing and 94 new) during the morning peak hour and 175 trips (96 existing and 79 new) during the evening peak hour.

The results of the turn lane warrant analysis show that a right turn lane would not be warranted at the site driveway along S Federal Hwy.

The results of the 2022 Existing Conditions Capacity Analyses are as follows:

- During the morning peak hour, all intersections currently operate at acceptable overall LOS D or better. The eastbound and westbound approaches of the intersection of S Federal Hwy and E Hillsboro Blvd currently operate at LOS F and LOS E, respectively. All other approaches currently operate at acceptable LOS D or better.
- During the evening peak hour, the intersection of S Federal Hwy and E Hillsboro Blvd currently operates at LOS E. All other intersections currently operate at acceptable LOS A. The eastbound and westbound approaches of the intersection of S Federal Hwy and E Hillsboro Blvd currently operate at LOS E and LOS F, respectively. All other approaches currently operate at acceptable LOS D or better.

The results of the Capacity Analyses Comparison 2023 No Build Vs 2023 Build Vs 2023 Build Improved conditions indicate the following:

During the morning peak hour:

- The intersection of S Federal Hwy and E Hillsboro Blvd is anticipated to operate at LOS D under No Build, Build, and Build Improved Conditions. No approaches are expected to degrade in LOS with the inclusion of the proposed development trips.

During the evening peak hour:

- The intersection of S Federal Hwy and E Hillsboro Blvd is anticipated to operate at LOS E under No Build, Build, and Build Improved Conditions. No approaches are expected to degrade in LOS with the inclusion of the proposed development trips.

Note that the LOS and/or v/c ratios will be exceeded without the addition of project trips; therefore, in accordance with the *Florida Statute 163.3180*, **the project is not responsible for mitigating these deficiencies.**

Based on the queue results, the storage of the eastbound left-turn lane of the intersection of S Federal Hwy and E Hillsboro Blvd are exceeded during the morning peak hour under No Build and Build conditions. All other turn lane storages are not expected to be exceeded under both No Build and Build conditions.

Based on the Stacking and Internal Circulation Analysis, the anticipated maximum queue event is expected to be contained within of the proposed site without spilling back into the adjacent roadway network.

Based on the results of the capacity, queueing and the stacking analysis presented on this report, the inclusion of the proposed CFA at 101 N. Federal Hwy, in the city of Deerfield Beach, Florida is not expected to adversely impact the surrounding roadway network.

APPENDIX A

APPENDIX B

Memorandum

To: Florida Department of Transportation - Access Management
City of Deerfield Beach - Engineering Department

From: Andrew Petersen, P.E. | Bowman Consulting Group, Ltd.
Daniela Jurado | Bowman Consulting Group, Ltd.
Rodrigo Meirelles | Bowman Consulting Group, Ltd.

Date: 5/2/2022

Re: Chick-fil-A #4991, Deerfield Beach, FL - Traffic Study Methodology

This memorandum outlines the proposed scope and methodology of the Traffic Impact Study (TIS) for the development of a 2,658 SF Drive-Through Only Chick-fil-A Restaurant, proposed at 101 North Federal Highway, Deerfield Beach, Florida.

The purpose for the study is threefold: (i) to determine the number of trips generated by the proposed site; (ii) to determine the potential impact, if any, of the proposed development on the roadway network; (iii) to propose improvements, if required.

1. PROJECT DESCRIPTION

The 2,658 SF Drive-Through Only Chick-fil-A Restaurant is proposed to replace an existing 2,264 SF Bank with Drive-Through. **Figure 1** depicts the site location.

Access to the development is proposed to be provided by (i) one right-in/right/out driveway along S Federal Highway and by (ii) one shared full access driveway along NE Eller St. The most current Site Plan is presented in **Attachment M-1**.



Figure 1. Site location

1.1 Project Trip Generation and Distribution

In order to calculate the anticipated trip generation of the proposed development, driveway volumes will be collected at the existing Chick-fil-A at 3648 W Hillsboro Blvd for each of the analysis peak periods. These driveway volumes will be used as the anticipated trip generation of the proposed site.

Although the site is currently occupied by a Drive-in Bank, this development is currently vacant, therefore no existing development trip generation will be considered for this analysis.

Pass-by rates will be extracted from the ITE *Trip Generation Manual*, 11th Edition.

The anticipated Primary Regional Trip Distribution was manually developed based on the review of the proposed site characteristics, and the review of population centers and land uses within the area of influence. The anticipated Pass-By Regional Trip Distribution was manually developed based on the review of the AADT information for each roadway segment within the study area, the site access driveway locations and location of similar facilities.

The anticipated regional primary and pass-by directional trip distributions are presented in **Figures 2 and 3**.



Figure 2. Anticipated Primary Regional Trip Distribution



Figure 3. Anticipated Pass-by Regional Trip Distribution

1.2 Build Out Year

The proposed development is expected to be constructed and fully operational by the year 2023.

2. STUDY AREA

Based on the anticipated trip generation and distribution for the development, the following intersections are proposed to be evaluated on the study:

Off-site intersections:

- S Federal Hwy & E Hillsboro Blvd (Signalized Intersection)
- S Federal Hwy & NE Eller St (Signalized Intersection)
- NE Eller St & Alley (Unsignalized Intersection)

Access driveways:

- S Federal Hwy and Site Driveway 1

3. DATA COLLECTION ELEMENTS AND METHODOLOGIES:

Intersection turning movements counts will be collected on an average weekday while the schools are in session during the morning (7:00 AM - 09:00 AM) and evening (4:00 PM - 06:00 PM) peak periods at the following intersections:

- S Federal Hwy & E Hillsboro Blvd
- S Federal Hwy & NE Eller St
- NE Eller St & Alley

Driveway volumes (in and out) counts will be collected on an average weekday while the schools are in session during the morning (7:00 AM - 09:00 AM), noon (12:00 pm – 2:00 pm), and evening (4:00 PM - 06:00 PM) peak periods at the existing Chick-fil-A at 3648 W Hillsboro Blvd.

3.1 Background Growth Rate and Traffic Adjustment Factors:

To account for the ambient background traffic growth rate, the counts will be affected by an Overall Study Area Growth Rate. Background information and calculations for the study area growth rates are presented in **Attachment M-2**.

Based on the Florida Traffic Online information the average study area growth rate was found to be negative, therefore, as a conservative approach, a growth rate of 1.00% annually will be applied to the traffic volumes.

The turning movement counts will be adjusted using the Peak Season Adjustment Factor extracted from the Florida Department of Transportation Traffic Information Online Portal for the corresponding week of the year.

3.2 Background projects

To be determined upon coordination.

4. ANALYSIS PERIODS AND TIMES

The analyses will be prepared for the following scenarios for the morning and evening peak hours:

- 2022 Existing Conditions
- 2023 No Build Conditions
- 2023 Build Conditions, and
- 2023 Build Conditions with improvements (if required).

The following periods will be evaluated:

- Morning 7:00 AM - 09:00 AM
- Noon 12:00 PM – 2:00 PM*
- Evening 4:00 PM - 06:00 PM

*Noon peak hour will be considered for the stacking analysis.

5. ANALYSES TO BE PERFORMED

5.1 Capacity/LOS Analysis

Capacity Analysis will be performed for the analysis periods and scenarios presented in section 4. The study intersections will be analyzed following the Highway Capacity Manual (HCM 6th Edition) methodologies using the computer software package Synchro 10. Clustered and other Non-NEMA phasing intersections will be analyzed using HCM 2000.

5.2 Signal Phasing/Timing Modifications:

- TBD

5.3 Queuing Analysis:

- Federal Hwy and Hillsboro Blvd (EB left-turn and SB left-turn)
- NE Eller St and Federal Hwy (NB left-turn and EB left-turn)
- S Federal Hwy and Site Driveway 1 (Right-In/Right-out)
- NE Eller St and Alley

5.4 Stacking & Internal Circulation Analysis:

- Stacking analysis will be conducted for the morning (7:00 AM - 09:00 AM), noon (12:00 PM – 2:00 PM), and evening (4:00 PM - 06:00 PM) peak periods. This analysis will be performed using the drive-thru data collected at the existing Chick-fil-A at 3648 W Hillsboro Blvd.

5.5 Turn Lane Warrant Analysis:

Turn Lane warrant analysis will be completed for the intersection of S Federal Hwy and Site Driveway 1 (Right-In) to determine the need for the installation of auxiliary turning lanes into the site. The analysis will be conducted per the criteria set forth in the Florida DOT Access Management Guidebook (right-turn lane) and the NCHRP Report 457 (left-turn lane).

Storage lengths to be based on the 95th Percentile Queue lengths.

Methodology

Attachment M-1



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman

Journal of Authoritative Literature No. 10402
944 06 170 08, 0400 209
Part Lanchester, P., 2023 06
Phone: (054) 21-64038
www.2000year.com

Soal

DRES MZRAHI, P.E.
FLORIDA REG. NO. 92421
(FOR THE FIRM)

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

NO.	DATE	DESCRIPTION
-----	------	-------------

PRELIMINARY REVIEW

C-2.0

CURRENT DESIGN	2021.001
NOTE APPLIED	
PROJECT #	0100 44-01-154
PRINTED FOR	PCR
DATE	4/9/2022
DRAWN BY	ST

In this table, the number in the first column indicates a digital note.
 In this table, the number in the second column indicates a digital note.
 In this table, the number in the third column indicates a digital note.
 In this table, the number in the fourth column indicates a digital note.
 In this table, the number in the fifth column indicates a digital note.

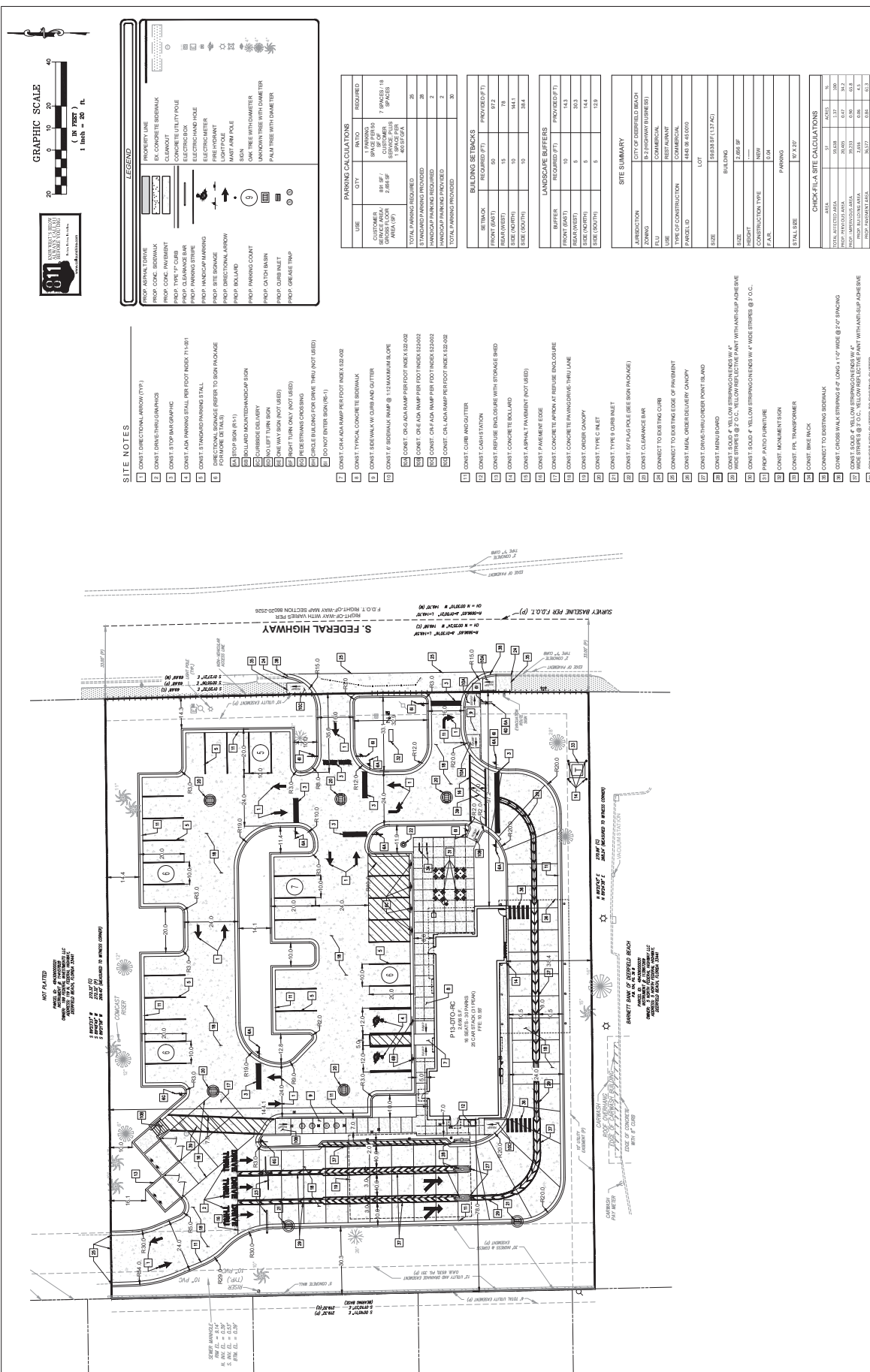
STREET

SITE PLAN

PROJECT # 0100 44-01-154

DATE 4/9/2022

DRAWN BY ST



Methodology

Attachment M-2

CFA Deerfield Beach, FL
Annual Growth Rate Calculations

Roadway	From	to	2015	2016	2017	2018	2019	Trend Growth Rate	Applied Growth Rate
S Federal Hwy	Palm Beach CO Line	E Hillsboro Blvd	29,000	30,000	28,000	26,500	30,000	-0.53%	1.00%
S Federal Hwy	E Hillsboro Blvd	SE 10th St	40,500	42,000	45,500	42,500	45,000	2.11%	1.00%
E Hillsboro Blvd	Dixie Hwy	S Federal Hwy	29,000	31,000	31,000	31,000	28,500	-0.33%	1.00%
E Hillsboro Blvd	S Federal Hwy	SR A1A	26,000	20,500	23,000	19,800	23,500	-2.65%	1.00%
NE Eller St	N/A	S Federal Hwy	3,100	3,100	3,100	3,100	3,100	0.00%	1.00%

Average Trends Growth Rate

-0.28%

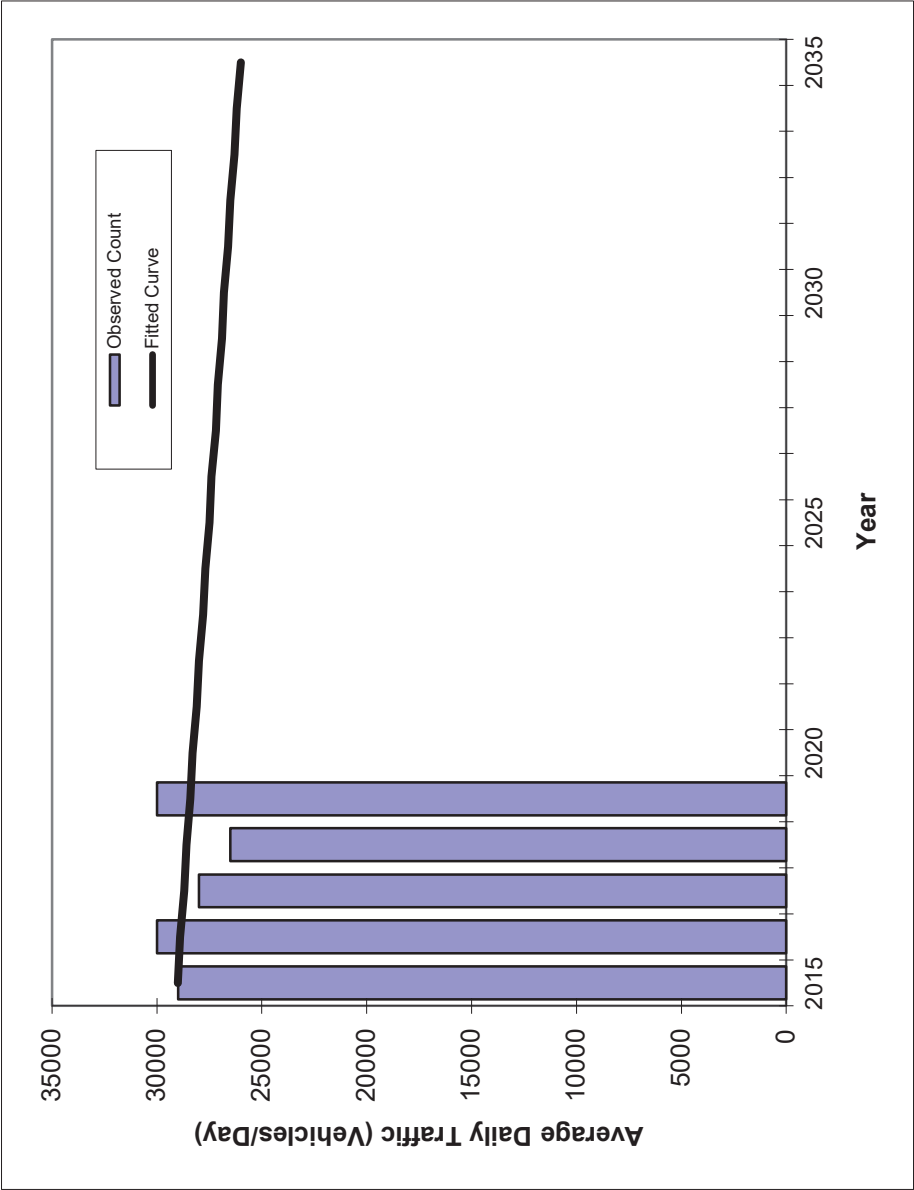
AADT Values Extracted from Florida Traffic Online

Growth Rates extracted from FDOT TRENDS Software

Traffic Trends - V03.a S Federal Hwy -- 86020000

FIN#	1234
Location	1

County:	Broward (86)
Station #:	0142
Highway:	S Federal Hwy



** Annual Trend Increase:	-150
Trend R-squared:	2.56%
Trend Annual Historic Growth Rate:	-0.52%
Trend Growth Rate (2019 to Design Year):	-0.53%
Printed:	12-Apr-22

Straight Line Growth Option

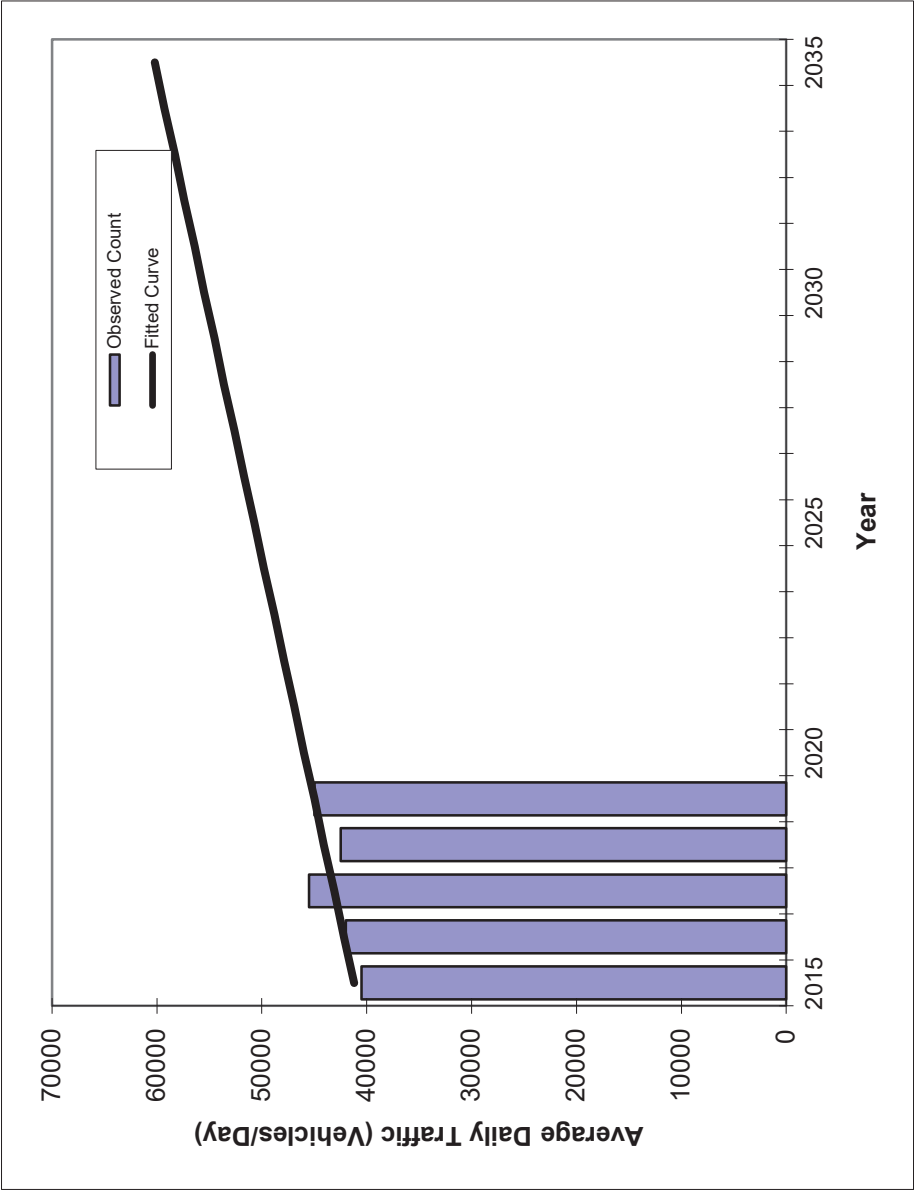
Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	29000	29000
2016	30000	28900
2017	28000	28700
2018	26500	28600
2019	30000	28400
2023 Opening Year Trend		
2023	N/A	27800
2024 Mid-Year Trend		
2024	N/A	27700
2025 Design Year Trend		
2025	N/A	27500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Traffic Trends - V03.a
S Federal Hwy -- 86020000

FIN#	1234
Location	1

County:	Broward (86)
Station #:	5064
Highway:	S Federal Hwy



** Annual Trend Increase:	950
Trend R-squared:	50.99%
Trend Annual Historic Growth Rate:	2.31%
Trend Growth Rate (2019 to Design Year):	2.11%
Printed:	12-Apr-22

Straight Line Growth Option

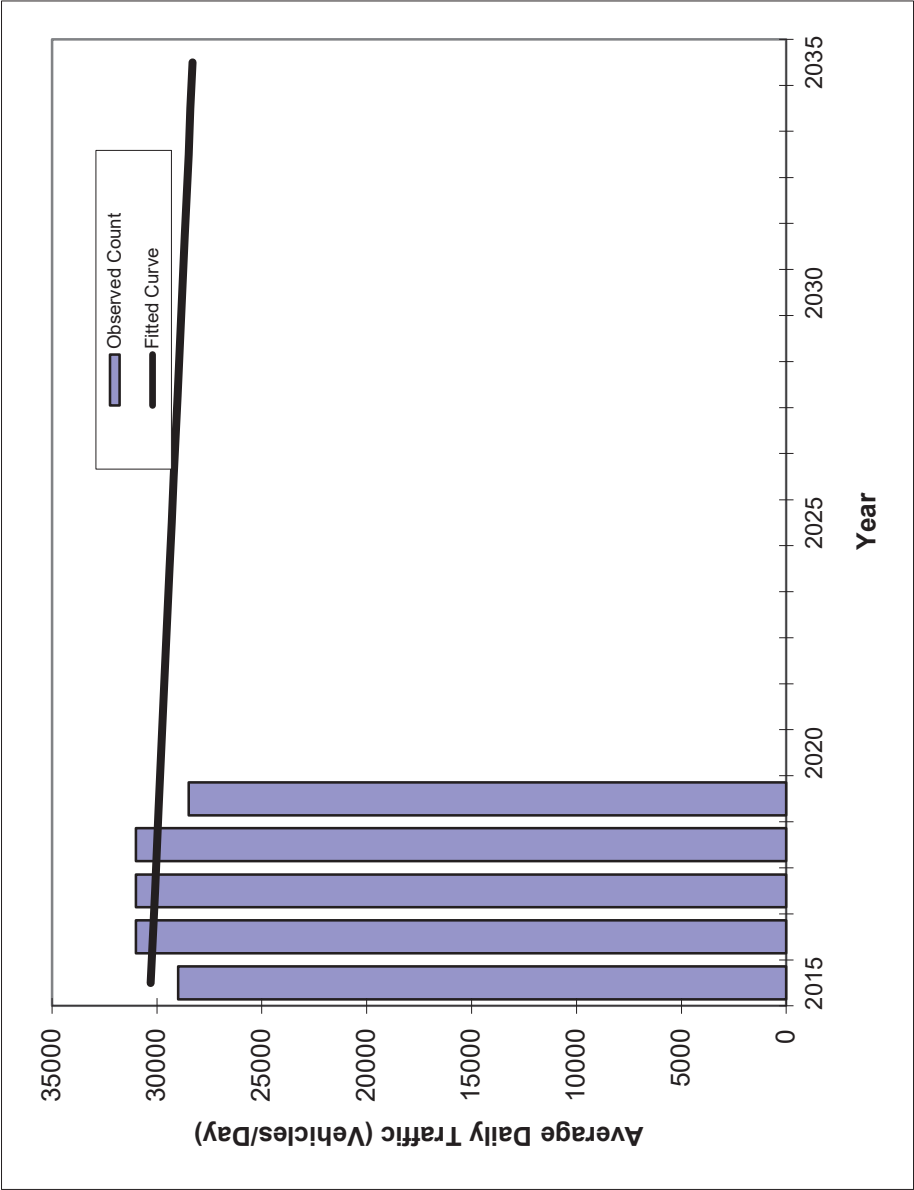
Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	40500	41200
2016	42000	42200
2017	45500	43100
2018	42500	44100
2019	45000	45000
2023 Opening Year Trend		
2023	N/A	48800
2024 Mid-Year Trend		
2024	N/A	49800
2025 Design Year Trend		
2025	N/A	50700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Traffic Trends - V03.a
E Hillsboro Blvd -- 86120000

FIN#	1234
Location	1

County:	Broward (86)
Station #:	0233
Highway:	E Hillsboro Blvd



** Annual Trend Increase:	-100
Trend R-squared:	1.61%
Trend Annual Historic Growth Rate:	-0.33%
Trend Growth Rate (2019 to Design Year):	-0.33%
Printed:	12-Apr-22
Straight Line Growth Option	

Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	29000	30300
2016	31000	30200
2017	31000	30100
2018	31000	30000
2019	28500	29900
2023 Opening Year Trend		
2023	N/A	29500
2024 Mid-Year Trend		
2024	N/A	29400
2025 Design Year Trend		
2025	N/A	29300
TRANPLAN Forecasts/Trends		

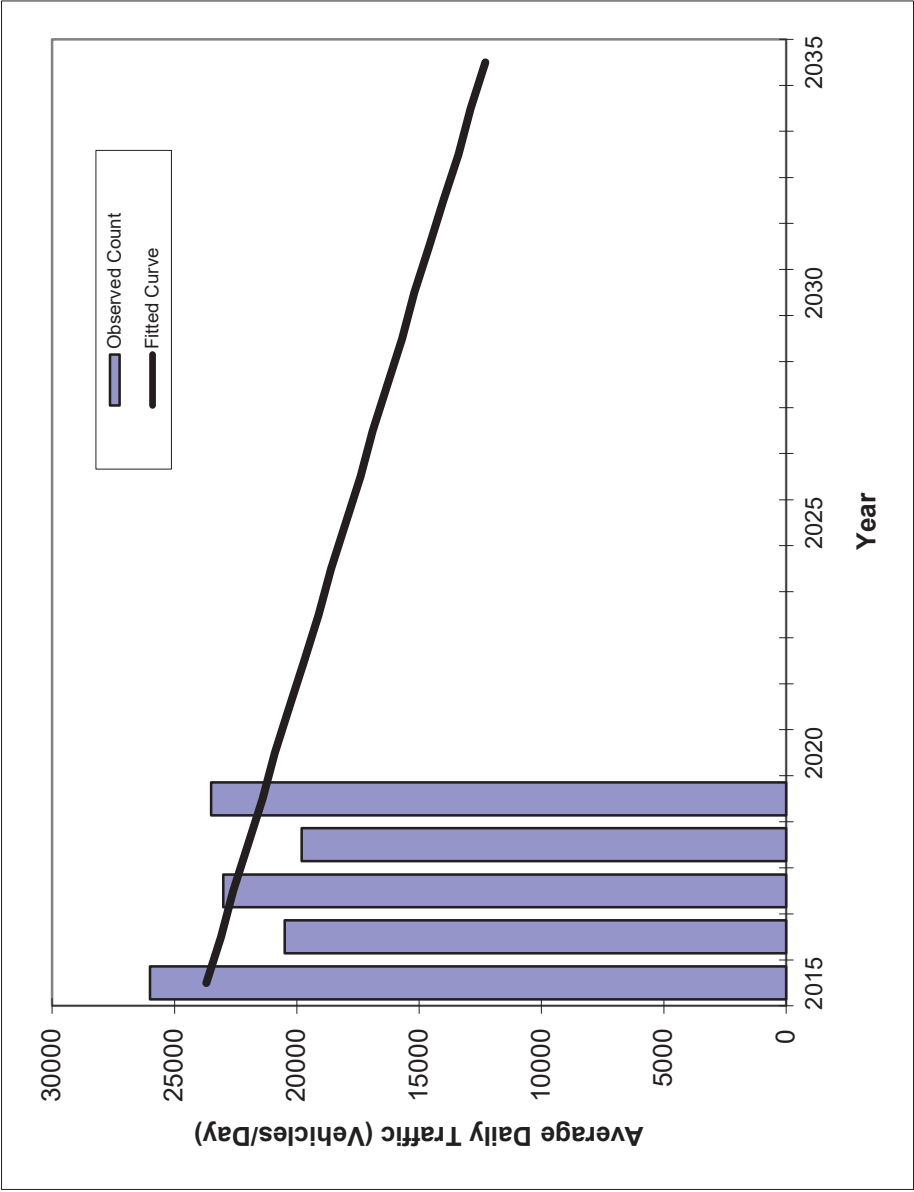
*Axle-Adjusted

Traffic Trends - V03.a

E Hillsboro Blvd -- 86120000

FIN#	1234	1
Location		

County:	Broward (86)
Station #:	0436
Highway:	E Hillsboro Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	26000	23700
2016	20500	23100
2017	23000	22600
2018	19800	22000
2019	23500	21400
2023 Opening Year Trend		
2023	N/A	19100
2024 Mid-Year Trend		
2024	N/A	18600
2025 Design Year Trend		
2025	N/A	18000
TRANPLAN Forecasts/Trends		

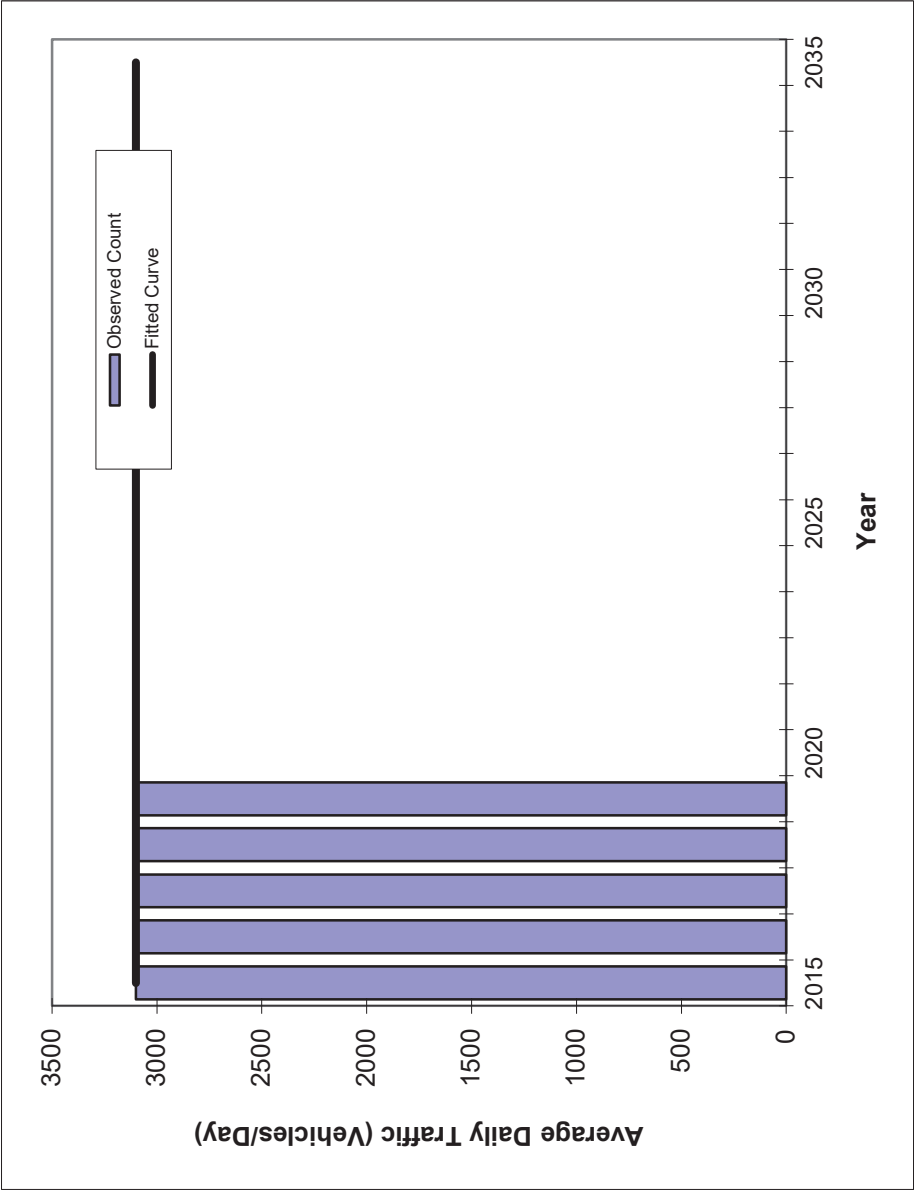
** Annual Trend Increase:	-570
Trend R-squared:	13.12%
Trend Annual Historic Growth Rate:	-2.43%
Trend Growth Rate (2019 to Design Year):	-2.65%
Printed:	12-Apr-22
Straight Line Growth Option	

*Axle-Adjusted

Traffic Trends - V03.a
NE 2 ST/Eller St -- 86000200

FIN#	1234
Location	1

County:	Broward (86)
Station #:	9557
Highway:	NE 2 ST/Eller St



** Annual Trend Increase:	0
Trend R-squared:	#DIV/0!
Trend Annual Historic Growth Rate:	0.00%
Trend Growth Rate (2019 to Design Year):	0.00%
Printed:	12-Apr-22

Straight Line Growth Option

Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	3100	3100
2016	3100	3100
2017	3100	3100
2018	3100	3100
2019	3100	3100
2023 Opening Year Trend		
2023	N/A	3100
2024 Mid-Year Trend		
2024	N/A	3100
2025 Design Year Trend		
2025	N/A	3100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Rodrigo Meirelles

From: Bryan Kelley <bryan@simmonsandwhite.com>
Sent: Friday, May 6, 2022 9:02 AM
To: Daniela Jurado; Jenny Baez; Jenna Lane; Rodrigo Meirelles; Eric Power
Cc: Andrew Petersen; Andres Mizrahi; Cheydene Grant-Brown; Veronica Rodriguez
Subject: [EXTERNAL] RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Daniela,

I would prefer the actual back of queue be collected through the drive through as opposed to volumes. We can discuss whether adjustments would be appropriate based on the operations as you described. However, I believe this will be a much more accurate assessment of the proposed queuing than calculating the 95th percentile queue based on volumes, processing times, and other assumptions.

Bryan G. Kelley, P.E.

Senior Traffic Engineer



Simmons & White, Inc.

2581 Metrocentre Blvd., Suite 3
West Palm Beach, FL 33407

Office: 561.478.7848 x112

Cell: 561.371.2285

simmonsandwhite.com

From: Daniela Jurado <djurado@bowman.com>
Sent: Friday, May 6, 2022 8:31 AM
To: Bryan Kelley <bryan@simmonsandwhite.com>; Jenny Baez <jbaez@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Eric Power <EPower@deerfield-beach.com>
Cc: Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>
Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Good Morning Bryan,

Hope you are having a great week.

Yes, counts of the vehicles accessing the driveways and the vehicles going to the drive-thru. We are not expecting to consider the number of cars in stack for the following reasons (i) the proposed site has more drive-thru lanes and (ii) no indoor sitting is proposed, which means the kitchen will be processing the orders faster, therefore the anticipated processing of the new site is less.

Sincerely,

DANIELA JURADO | BOWMAN

O: (321) 270-8905 | D: (321) 270-8977 | M: (786) 370-2762

djurado@bowman.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**DRIVEWAY CONNECTION PERMIT
 FOR ALL CATEGORIES**

PART 1: PERMIT INFORMATION

APPLICATION NUMBER: 2022-A-491-00026

Permit Category: D - 1,201 to 4,000 VTPD Access Classification: 5

Project: Chick-Fil-A, Inc

Permittee: Jason Stern

Section/Mile Post: 86020 / 14.717/14.867 State Road: SR 5

Section/Mile Post: / State Road:

PART 2: PERMITTEE INFORMATION

Permittee Name: Jason Stern

Permittee Mailing Address: 8910 Two Notch Road, FLR 5

City, State, Zip: Columbia, South Carolina 29223

Telephone: (954) 314-8480 ext. _____

Engineer/Consultant/or Project Manager:

Engineer responsible for construction inspection: Andres Mizrahi (authorized

NAME

P.E. #

Mailing Address:

City, State, Zip:

Telephone: FAX, Mobile Phone, etc. Fax: / Mobile:

PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2022-A-491-00026

Department of Transportation

Signature: Jonathan Overton Title: DISTRICT PERMIT ENGINEER

Department Representative's Printed Name Jonathan Overton

Temporary Permit ☐ YES ☒ NO (If temporary, this permit is only valid for 6 months)

Special provisions attached ☐ YES ☒ NO

Date of Issuance: 9/15/2022

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

See following pages for General and Special Provisions

Approved
 2022-A-491-00026
 Jonathan Overton
 9/15/2022

PART 4: GENERAL PROVISIONS

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
Phone: 4077202228 , Attention: Gustavo Clemente
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: ☒ YES ☐ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

See attached Special Conditions

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57 (1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

Approved
Jonathan Overton
9/15/2022

SPECIAL CONDITIONS

PERMIT NO. 2022-A-491-00026 State Section No.: 86020

- Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the contractor or permittee shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin within the FDOT Right of Way. **You must also comply with the lane closure analysis as outlined in the FDOT Design Manual 241.1 & FDM 240.4.2.7.** The request shall be entered into the Lane Closure Information System (LCIS) by the permittee at the following URL address: <https://lcisv2.com/home>. Each request will be reviewed by the appropriate Department personnel for compliance with contract or permit requirements and coordination with adjacent projects or work activities.
- **Preconstruction and Permit Close-Out Inspections Contact Information:** This permit is valid only for work proposed within the D.O.T. right-of-way. Contact Mr. Gustavo Clemente (gclemente@louisberger.com 407-720-2228) with Louis Berger or email at US1-A1A-permits@louisberger.com to schedule a pre-construction meeting 48 hours prior commencement of construction. Certification of acceptance and final approval is contingent upon conformity of all work done according to this approved permit and shall be followed up at the end of construction with a final Inspection of the work in FDOT Right-of-way.
- All Contractors performing work activities within FDOT ROW, shall provide the FDOT Broward Operations Permits Office proof of a proper State Contractor's License and Certificate of Liability Insurance (COI) prior to any commencement of permitted work. These documents shall be provided prior to the Pre-Con Meeting or the day-of the meeting.
- Maintenance of Traffic (lane closures on the state road system occurring during peak hours 7:00 - 9:00 AM or 4:00 – 6:00 PM), lasting over 24 hours and/or at limited access facilities must contact Guillermo Canedo (Guillermo.canedo@dot.state.fl.us) at 954-777-4302, two weeks prior closures.
- During construction, highest priority should be given to ensure pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided and shall continuously maintain pedestrian features to meet Americans with Disability Act (ADA) standards.
- The D.O.T. right-of-way cannot be utilized for staging, storage or mobilization of equipment, supplies and/or vehicles used to perform work for on-site (non-FDOT right-of-way) construction.
- The D.O.T. roadway, sidewalk, etc. must not be disturbed until the off-site improvements shown on the permit are ready to be constructed. This construction should be completed as soon as possible so as to minimize disruption within the R/W.
- A copy of this permit and plan will be on the job site at all times during the construction of this facility.
- Permittee is cautioned that utilities may be located within the construction area.
- Validity of this permit is contingent upon permittee obtaining necessary permits from all other agencies involved.
- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (102- 600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022

- Contain all erosion and sedimentation on-site and prevent its entry into the state road storm sewer system. The Permittee shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Permittee shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.
- There is no associated Landscape Permit included with this Driveway Connection Permit.

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022

Prepared by and Return to:

Raul Valero, Esq.
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, FL 33431

Tax Parcel Numbers: 4843-06-45-0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 28th day of July, 2021, by **TRUIST BANK**, a North Carolina banking corporation, whose address is 101 N. Cherry Street, Suite 710, Winston-Salem, NC 27101 ("**Grantor**"), formerly known as Branch Banking and Trust Company, a North Carolina banking corporation, to **AIRLINE HWY JPMC LLC**, a South Carolina limited liability company, whose address is 8910 Two Notch Road, 5th Floor, Columbia, SC 29223 ("**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee all that certain land lying and being in Broward County, Florida, and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

TOGETHER WITH all easements, rights-of-way and privileges appurtenant thereto, all improvements and structures located thereon, and all fixtures, equipment and machinery used in connection with the operation of such improvements and structures and permanently affixed thereto in such a manner as to constitute real estate under applicable state law, such improvements, structures and fixtures being purchased and sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".

PROVIDED THAT the Property is conveyed subject to the following condition, covenant, restriction and agreement, which shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee:

For a period of five (5) years after the date of this Deed, (i) the Property shall not be used for Financial Services Purposes (except by the Grantor) nor shall there be any signage, advertising or publication on the Property that relates to Financial Services Purposes (except by the Grantor). "**Financial Services Purposes**" shall be deemed to include any of the following: receiving deposits, making loans and mortgages generally to the public, payment processing, money transfer services, engaging in the sale of securities, wealth management, trust services, stock or mortgage brokerage, or insurance products and services (whether commercial or personal and including bonds and other instruments of suretyship or security and related products and services), all whether done by a state bank, national bank, savings and loan association, credit union, financial institution, brokerage firm, insurance company, wealth advisor, or other entity, and specifically including through the use of an automated teller machine or similar device; provided, however, this restriction shall be inapplicable to (1) a company which directly issues or provides insurance (whether commercial or personal), bonds, or other instruments of suretyship or security and related products and services to the public, and (2) any real estate brokerage or title insurance company that only incidentally provides any of the above services. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to preclude the utilization of an ATM providing remote bank teller functions that is located only within the interior portions of the building situated on the Property.

BEST IMAGE AVAILABLE

By the Grantee's acceptance, the Grantees acknowledges and agrees that a breach of the foregoing condition shall cause the Grantor irreparable harm and the Grantor shall have the right, in addition to all other rights and remedies available to the Grantor as a result of such breach, to obtain injunctive or other relief for the enforcement thereof. The Grantee further agrees that the Grantee shall reimburse the Grantor upon demand for all reasonable attorneys' fees and other costs incurred by the Grantor in connection with the enforcement of the foregoing condition;

SUBJECT TO all applicable laws including zoning, building ordinances and land use regulations, all easements, restrictions, covenants, agreements, conditions or other matters of record that lawfully affect the same or any part thereof, all encroachments and other matters that may be revealed by a survey or inspection thereof, and the lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges for the current year and subsequent years.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

[SIGNATURE ON NEXT PAGE]

Property ID# 401509- 101 North Federal Highway, Deerfield Beach, FL – Special Warranty Deed

4828-6742-8848 v.1 062758/00028, 10:42 PM, 07/21/2021

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022

BEST IMAGE AVAILABLE

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on its behalf by its duly authorized officer on the day and year first above written.

Signed sealed and delivered in the presence of:

WITNESSES:

By: [Signature]
Print Name: Dr. Scott Dixon

By: [Signature]
Print Name: J Todd Kurn

SELLER:

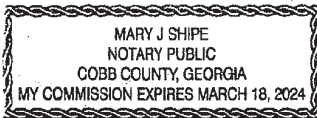
TRUIST BANK, a North Carolina banking corporation

By: [Signature]
Name: Alan McNabb
Title: Senior Vice President

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of July, 2021, by Alan McNabb, as the Senior Vice President of TRUIST BANK, a North Carolina banking corporation, on behalf of such corporation. He/she ☒ is personally known to me, or ☐ has produced _____ as identification.

[NOTARY SEAL]

My commission expires: 3/18/24

[Signature]
Notary Public
MARY J. SHIPE
Printed Name of Notary Public

BEST IMAGE AVAILABLE

EXHIBIT A

Description of the Property

Tract "A" of ATLANTIC BANK PLAT, according to the Plat thereof, as recorded in Plat Book 103, Page 21, of the Public Records of Broward County, Florida; LESS any part lying within the Right-of-Way of Federal Highway No. 1.

Property ID# 401509- 101 North Federal Highway, Deerfield Beach, FL – Special Warranty Deed

4828-6742-8848 v.1 062758/00028, 10:42 PM, 07/21/2021

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
AIRLINE HWY JPMC LLC

Filing Information

Document Number M22000014308
FEI/EIN Number 83-3521584
Date Filed 09/14/2022
State SC
Status ACTIVE

Principal Address

8910 TWO NOTCH RD., 5TH FLOOR
COLUMBIA, SC 29223

Mailing Address

8910 TWO NOTCH RD., 5TH FLOOR
COLUMBIA, SC 29223

Registered Agent Name & Address

PARACORP INCORPORATED
155 OFFICE PLAZA DR., 1ST FLOOR
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

STERN, WILLIAM H
8910 TWO NOTCH RD., 5TH FLOOR
COLUMBIA, SC 29223

Title MBR

STERN, WILLIAM H
8910 TWO NOTCH RD., 5TH FLOOR
COLUMBIA, SC 29223

Title MBR

STERN, JASON A

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022

8910 TWO NOTCH RD., 5TH FLOOR
COLUMBIA, SC 29223

Title MBR

STERN, BRIAN J
8910 TWO NOTCH RD., 5TH FLOOR
COLUMBIA, SC 29223

Title MBR

STERN, BENJAMIN A
8910 TWO NOTCH RD., 5TH FLOOR
COLUMBIA, SC 29223

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

LETTER OF AUTHORIZATION

RE: Proposed Chick-fil-A Deerfield Beach #04991
101 N. Federal Highway
Deerfield Beach, FL 33441
Folio number: 484306450010

TO WHOM IT MAY CONCERN:

This letter is to designate the following Parties are to act as authorized agent/applicants on behalf of the property owner associated with the proposed redevelopment project: Airline HWY JPMC LLC (hereinafter the "Property Owner"):

Chick-Fil-A, Inc
Nate Thompson, Nora Kaufman
5200 Buffington Road, Atlanta, GA 30349

Bowman Consulting Group, Ltd
Jenny Baez, Andres Mizrahi
910 SE 17th Street, Suite 300, Fort Lauderdale FL 33316

The Property owner grants the above-mentioned Parties authorization to make application submittals and negotiate conditions in matters related to government regulations and permitting activities with the City of Deerfield Beach, State of Florida, Broward County and other government entities in relation to the above-mentioned site (associated with Parcel ID # 484306450010).



Signature

William Stern
Manager
Airline HWY JPMC LLC
8910 Two Notch Road FLR 5
Columbia, SC 29223
jason@sternproperties.biz

STATE OF Florida
COUNTY OF Broward

Sworn to and subscribed before me, the undersigned Notary Public, this 06 day of April, 2022.




Notary Public

Mercedes Gregorio
Printed Name

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT
SECRETARY

May 13, 2021

THIS PRE-APPLICATION LETTER IS VALID UNTIL – May 13, 2022
THIS LETTER IS NOT A PERMIT APPROVAL

Jenny Baez
Bowman Consulting
910 SE 17th St, Suite 300
Fort Lauderdale FL, 33316

Dear Jenny Baez:

RE: Pre-application Review for **Category D Driveway**, Pre-application Meeting Date: **May 13, 2021**
Broward County - Deerfield Beach; SR 5; Sec. # 86020000; MP: 14.9; Access Class - 5;
Posted Speed - 45; SIS - No; Ref. Project:

Request: Use existing right-in/right-out driveway on the west side of SR 5, approximately 60 feet north of the southern property line.

SITE SPECIFIC INFORMATION

Project Name & Address: **Chick-Fil-A Deerfield Beach – 101 N. Federal Highway, Deerfield Beach**
Applicant/Property Owner: Jenny Baez; Parcel Size: **1.3 Acres**
Development Size: **4,484 S Fast Food Restaurant with Drive-through**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided. If a gate is installed a minimum driveway length of 100 feet is required.**
- **Radial return, channelized driveways are required. The inbound and outbound lanes shall have a maximum width of 16 feet at the right-of-way line.**
- **Drive-through stacking for at least 18 vehicles shall be provided, from the beginning of the drive-through lane to the order point. Stacking for at least 8 vehicles shall be provided from the order point to the delivery point. A bypass lane for the drive-through is required.**
- **A recorded cross access agreement or easement showing cross access with the adjacent property to the north shall be provided prior to the Permit approval.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Roger Lemieux

File: \\DOTSD4HQFS\Share\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2021-05-13\2. 86020000 MP 14.9 SR 5_Chick-Fil-A Deerfield Beach\86020 MP 14.9 SR 5_Chick-Fil-A Deerfield Beach.docx

www.dot.state.fl.us

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022



Prepared By: YG
910 SE 17th Street, Suite 300
Ft. Lauderdale, FL 33316

Date: 9/9/2022
Project: CFA Deerfield Beach #4991
Project No: 010014-01-154
Permit No: 2022-A-491-00026

ENGINEERING ESTIMATE OF PROBABLE COST

PAVEMENT & CONCRETE:

QUANTITY	FDOT Item No.	U/A	DESCRIPTION	UNIT COST
37	0520 1 10	LF	CONCRETE CURB & GUTTER, TYPE 'F'	\$ 23.73 \ LF \$ 878.72
65	520	LF	VALLEY GUTTER - CONCRETE	\$ 17.05 \ LF \$ 1,111.49
50	0522 1	SY	CONCRETE SIDEWALK, 4" THICK	\$ 41.46 \ SY \$ 2,082.54
42	0522 2	SY	CONCRETE DRIVEWAYS, 6" THICK	\$ 46.44 \ SY \$ 1,930.51
42	0285706	SY	BASE GROUP 06	\$ 17.81 \ SY \$ 740.36
42	161 4	SY	TYPE B STABILIZATION	\$ 4.19 \ SY \$ 174.18
SUBTOTAL:				\$ 6,917.80

DEMO:

QUANTITY	FDOT Item No.	U/A	DESCRIPTION	UNIT COST
90	0110 4 10	SY	REMOVAL OF EXIST. CONCRETE	\$ 20.67 \ SY \$ 1,869.39
SUBTOTAL:				\$ 1,869.39

PAVEMENT & CONCRETE:	\$	6,917.80
DEMO:	\$	1,869.39
SUBTOTAL:	\$	8,787.19
MOT:	10% \$	878.72
MOBILIZATION:	8% \$	702.98

TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COST: **\$ 10,368.89**

Andres Mizrahi, P.E.
FLA Reg Number 92421

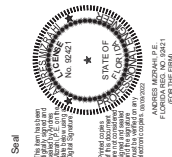
Approved
2022-A-491-00026
Jonathan Overton
9/15/2022



Chick-fil-A
5200 Buffington Rd.
Atlanta, Georgia,
30349-2998

Bowman

Professional Engineer
No. 92421
State of Florida
Professional Seal

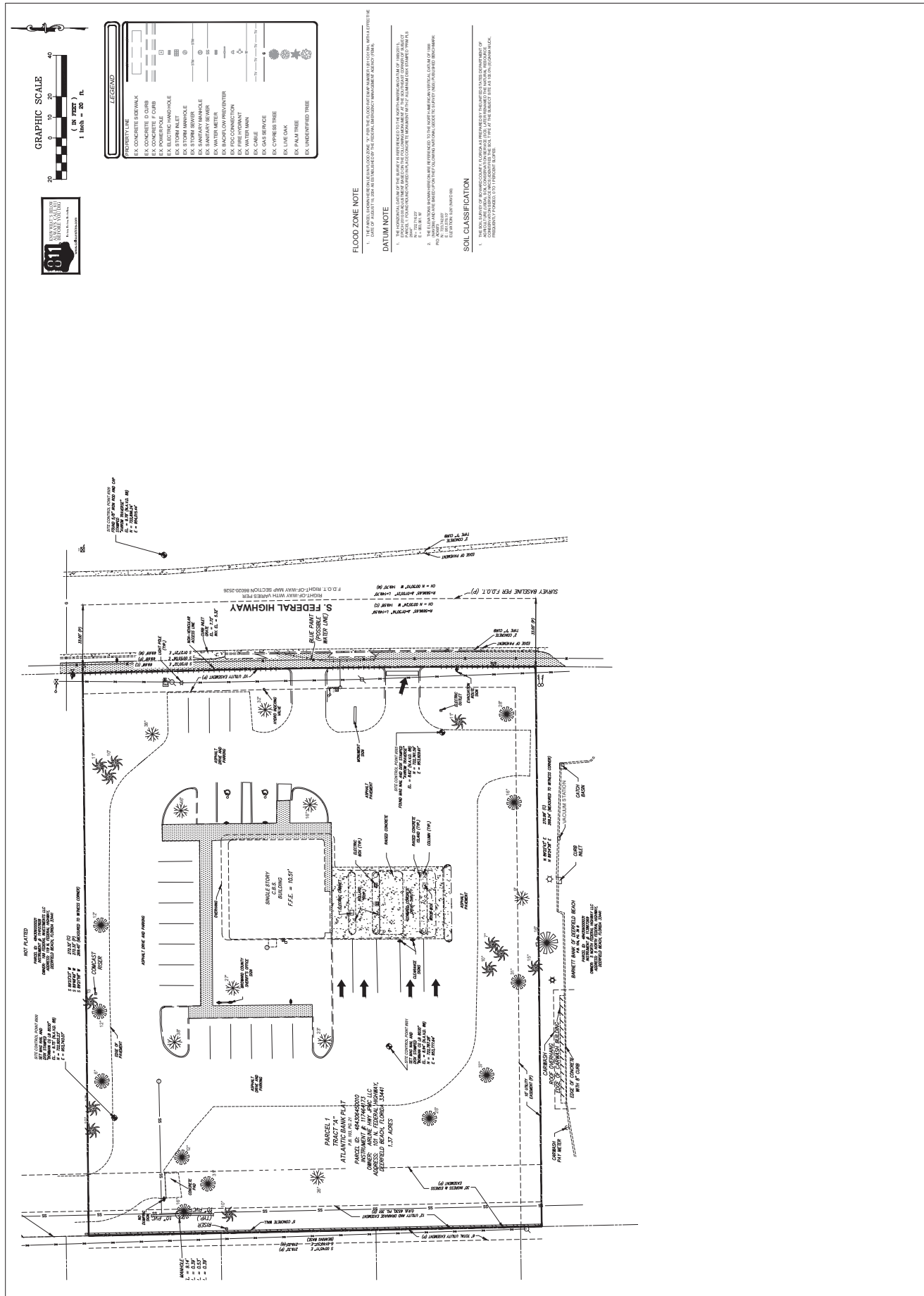


CHICK-FIL-A
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991
RANDOM SCHEDULE
12/15/2022

EXISTING CONDITIONS PLAN
2022-11-15
Jonathan Overton
9/15/2022

PERMIT





Chick-Fil-A
5200 Buffington Rd.
Atlanta, Georgia,
30349-2998

Bowman

Professional Engineer
No. 92421
State of Georgia

Seal



FLORIANE BOWMAN, P.E.
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

CHICK-FIL-A
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

DEMOLITION SCHEDULE
DATE: 10/11/2022

DATE: 10/11/2022	2022-10-11
PROJECT: 101 N. FEDERAL HIGHWAY	101 N. FEDERAL HIGHWAY
CLIENT: CHICK-FIL-A	CHICK-FIL-A
DESIGNER: BOWMAN ENGINEERING	BOWMAN ENGINEERING
DATE: 10/11/2022	2022-10-11

DEMOLITION PLAN

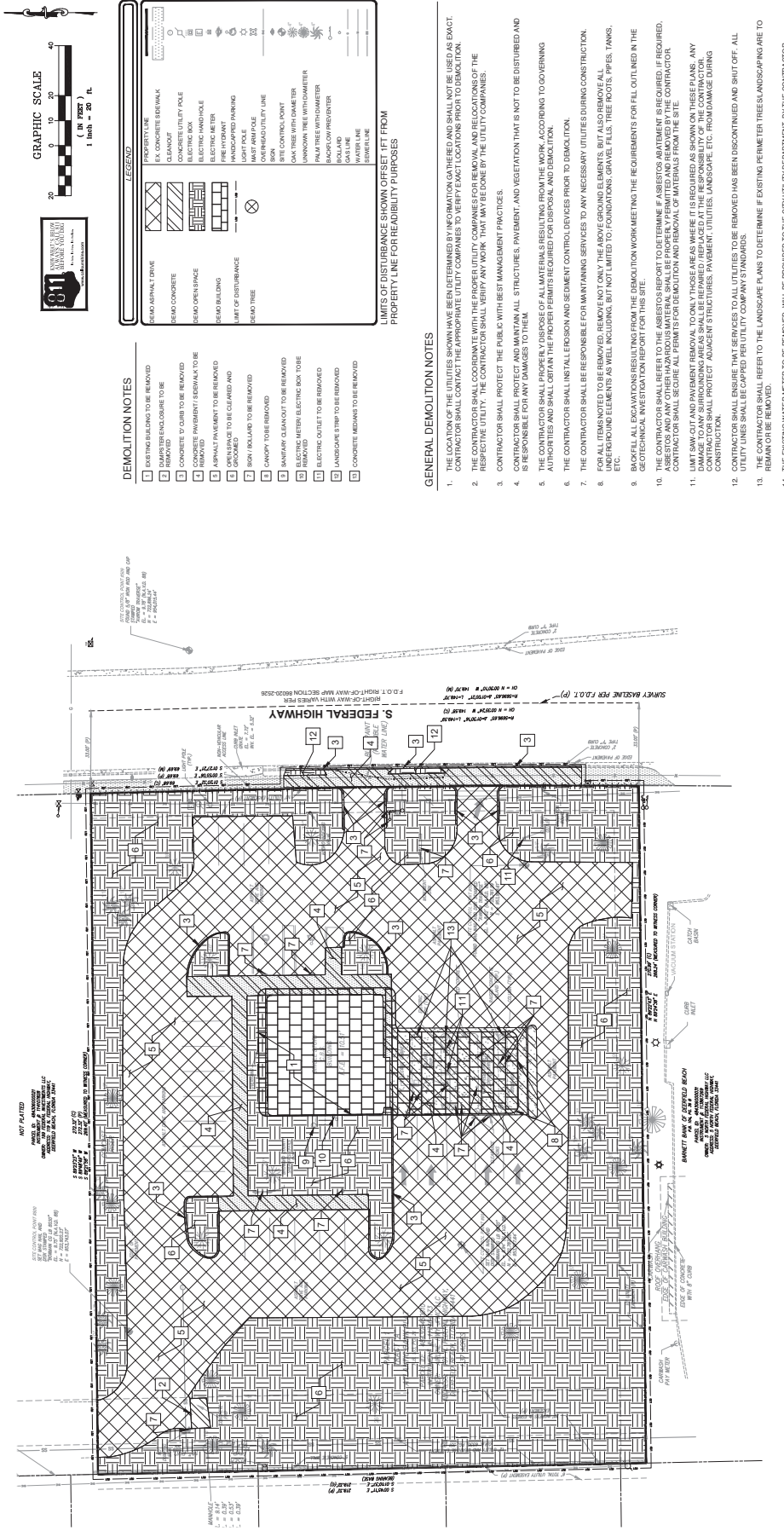
DATE: 10/11/2022

PROJECT: 101 N. FEDERAL HIGHWAY

CLIENT: CHICK-FIL-A

2022-10-11
Jonathan Overton
9/15/2022

PERMIT





Chick-fil-A
5200 Buffington Rd.
Atlanta, Georgia,
30349-2998

Bowman

Seal



USE	QTY	INTO	REQUIRED
CUSTOMER SERVICE AREA	1	800 SF	7 BAYES / 14 SPACES
STANDARD PARKING	28	400 SF	28
HANDICAP PARKING	2	500 SF	2
TOTAL PARKING PROVIDED	30		

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CUSTOMER SERVICE AREA	1	800 SF	7 BAYES / 14 SPACES
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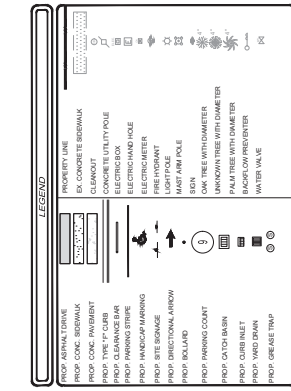
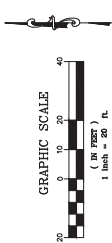
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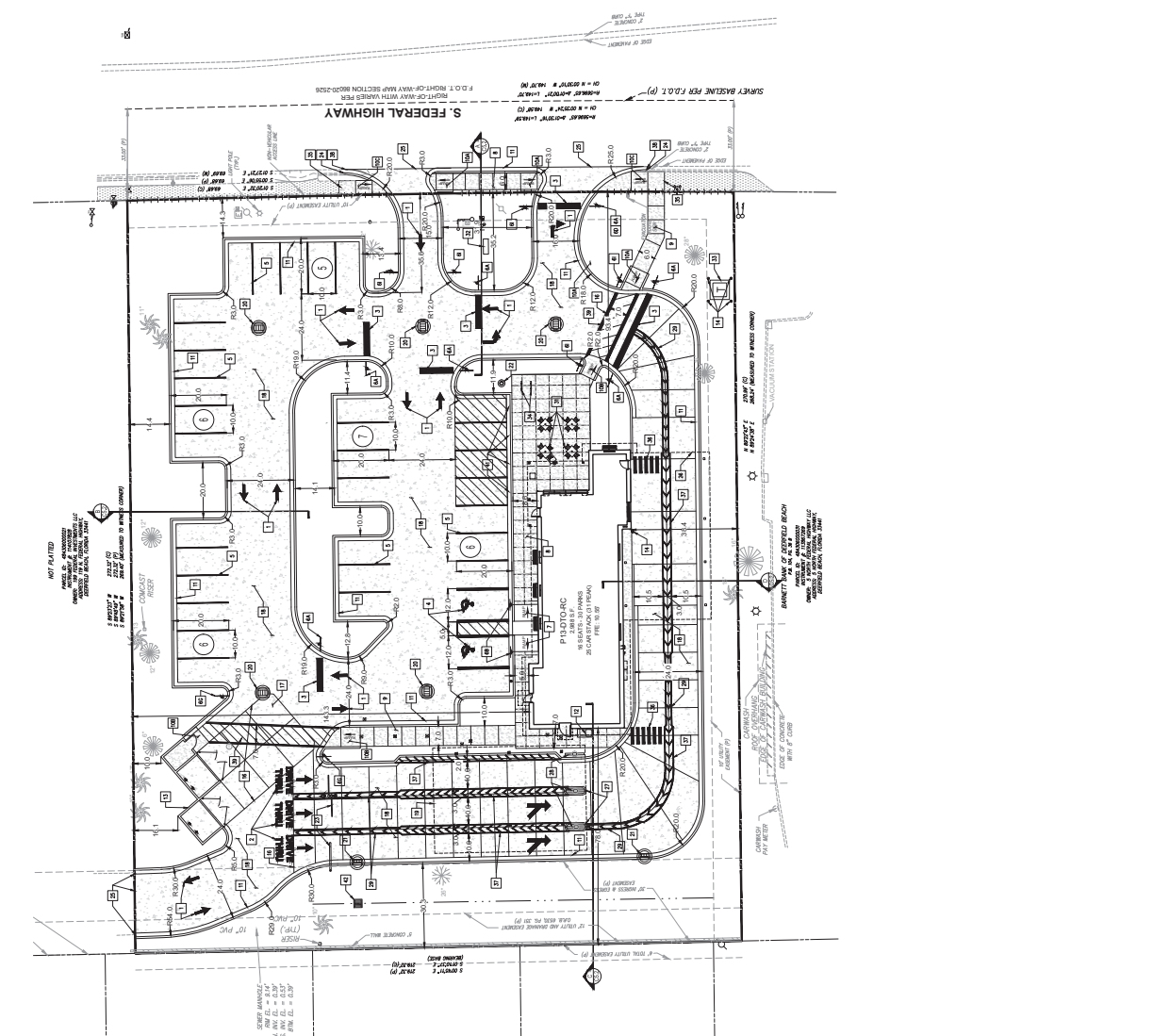
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SITE NOTES

- 1. CONST. DIRECTIONAL ARROW (TYPE)
- 2. CONST. DRIVE/TURN/STOPS
- 3. CONST. SIDEWALK W/ CURB AND GUTTER
- 4. CONST. SIDEWALK W/ CURB AND GUTTER
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CHICK-FIL-A
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991
UNUSION SCHEDULE
DATE: 10/11/2024

PROJECT NO.	FSU# 4991
PROJECT NAME	CHICK-FIL-A
OWNER	CHICK-FIL-A
DESIGNER	BOWMAN
DATE	10/11/2024

C-2.0
Jonathan Overton
9/15/2022

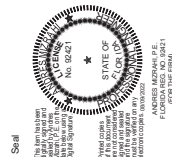
PERMIT

SITE PLAN



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman



CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

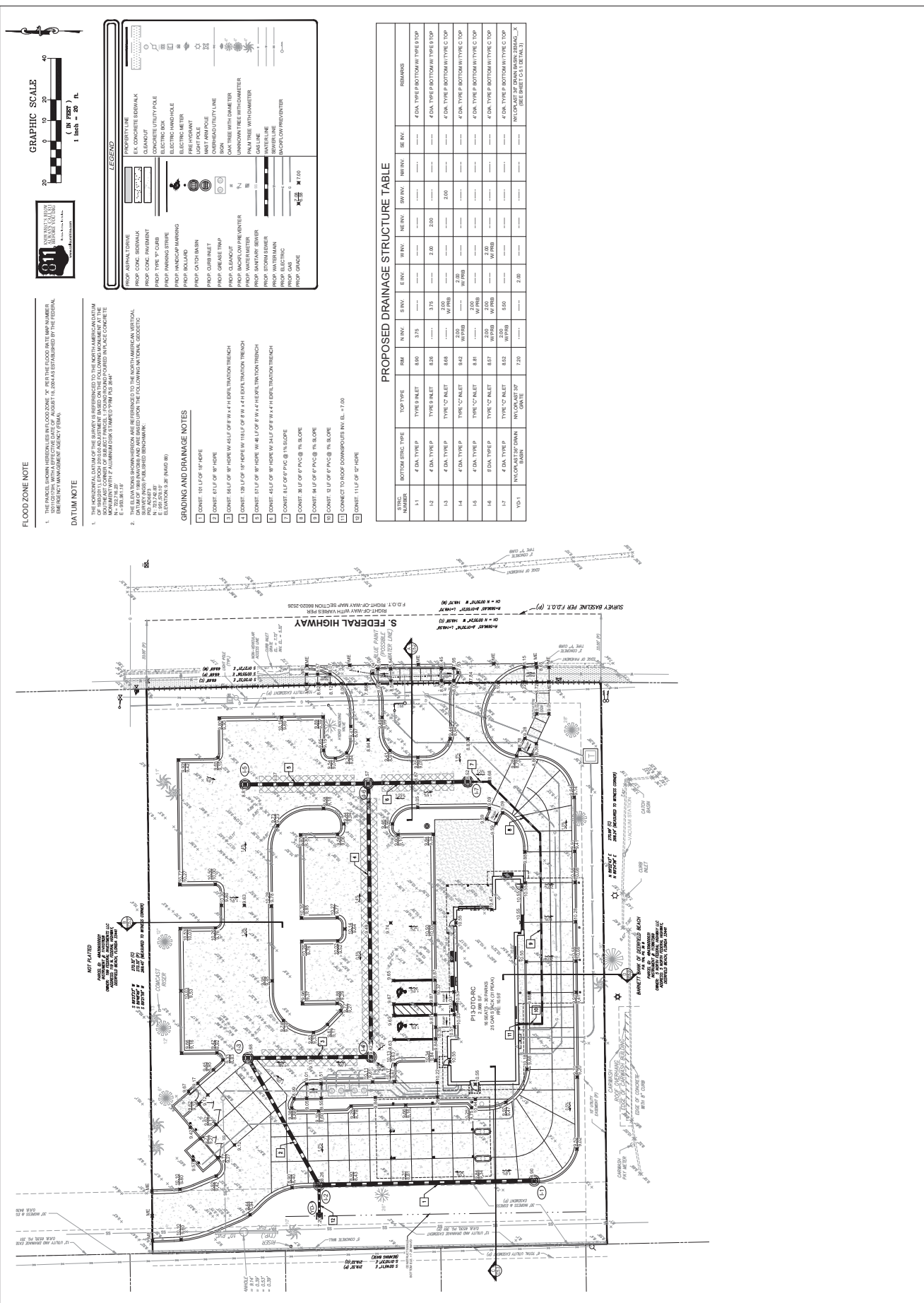
JENSON SCHEDULE
 NO. DATE DESCRIPTION

PROJECT DESIGN DATE ISSUED	20 21-015
PROJECT #	0100 54-01-1514
PRINTED FOR	PERM IE
DATE	03/2/2012
DRAWN BY	ST

SHEET
GRADING AND DRAINAGE PLAN

C-3.0

PERMIT







5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Bowman



Send

Item has been
electronically signed and
dated by Andres
Garcia, P.E. on the
date below using a
valid Signature

ated copies
his document
not considered
and sealed
the signature
be verified on any
copies to: 08/05/2008

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

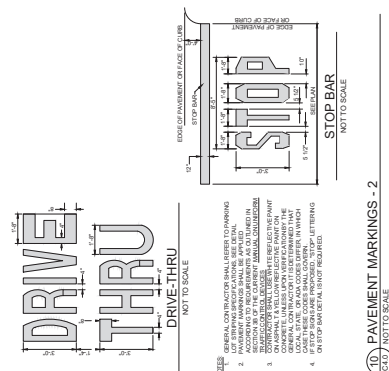
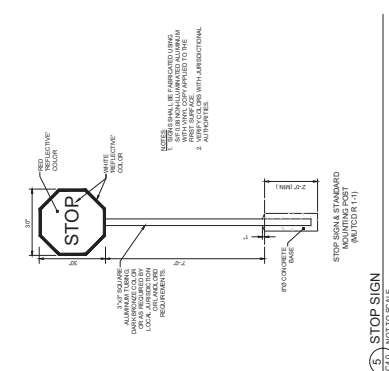
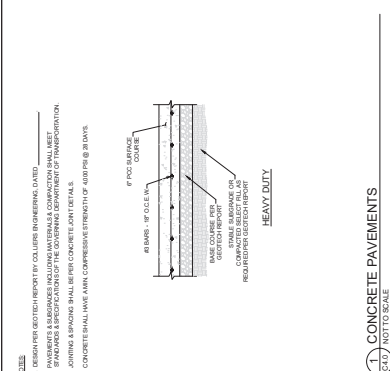
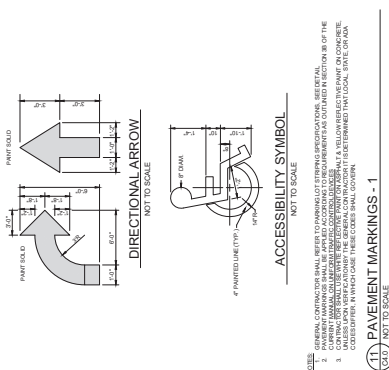
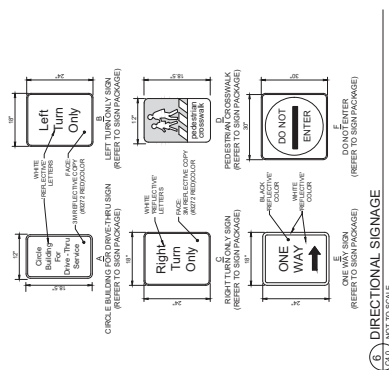
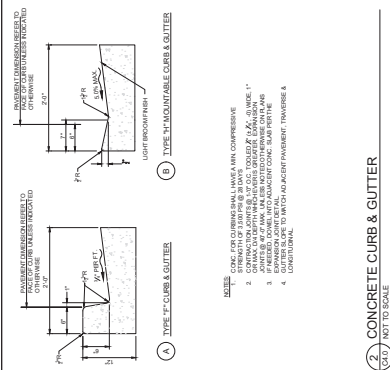
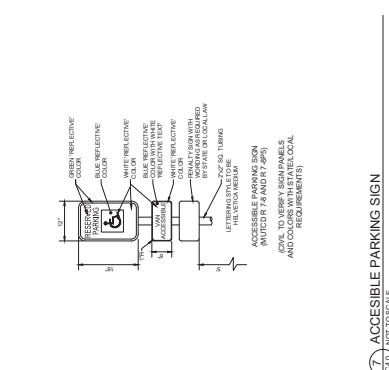
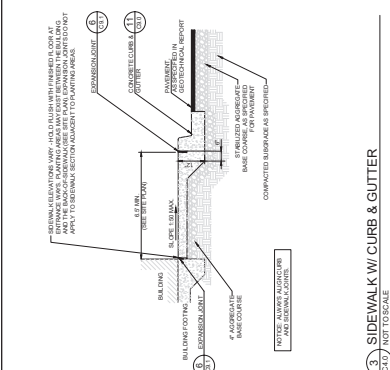
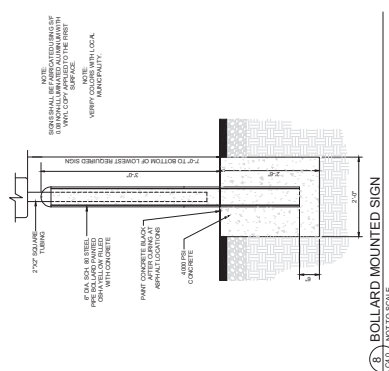
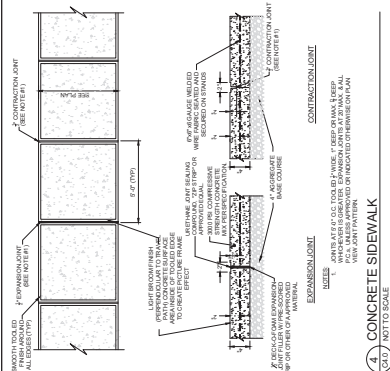
REVISION SCHEDULE	NO.	DATE	DESCRIPTION
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CURRENT DESIGN DATE APPLIED	2021-09-15
PROJECT #	010014-01-15-4
PRINTED FOR	PERM #
DATE	7/20/2022
DRAWN BY	ST

CHICK-FIL-A STANDARD DETAILS
8 SHEET

C-4.0

PERMIT





Chick-Fil-A

5200 Buffington Rd.
Atlanta, Georgia,
30349-2998

Bowman

Contract of a Professional Engineer
No. 92421
Professional Seal
State of Georgia
Professional Engineer
Civil Engineering
Bowman Engineering, Inc.
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
(404) 525-1100
www.bowmaneng.com

Seal



This is the official seal of the Professional Engineer, Andrew L. Bowman, No. 92421, State of Georgia, Civil Engineering. It is a circular seal with the text "STATE OF GEORGIA" and "PROFESSIONAL ENGINEER" around the perimeter. In the center, it says "No. 92421" and "ANDREW L. BOWMAN, C.E.".

Printed copies of this seal are available for purchase from the State of Georgia, Department of Transportation, 400 West Peachtree Street, N.E., Atlanta, Georgia 30334. The fee for the seal is \$10.00 per copy.

FOR THE RECORD

FLORIANOS, INC., P.E.

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FLORIANOS, INC., P.E.

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

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Chick-fil-A
5200 Buffington Rd.
Atlanta, Georgia,
30349-2998

Bowman

Contractor of Public Works, Inc.
Professional Engineer
No. 10000
State of Georgia
Exp. 12/31/2022

Seal



This is the official seal of Christopher S. Bowman, Professional Engineer, No. 92421, State of Georgia. It is valid until 12/31/2022. Any use of this seal for any other purpose is illegal.

FOR THE FIRM
FARMER ENGINEERING, P.C.
FLORIDA REG. NO. 20411

CHICK-FIL-A
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

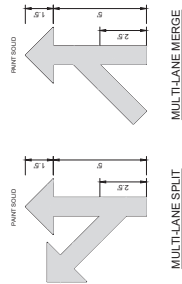
REVISIONS
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CHICK-FIL-A STANDARD DETAILS
REV. 10/2018

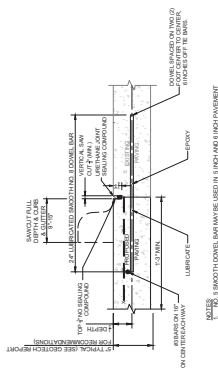
202-442-0028
Jonathan Overton
9/15/2022

PERMIT



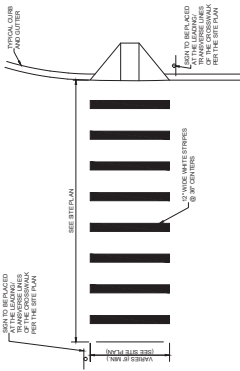
- NOTES
1. CONTRACTOR SHALL REPAIR TO ORIGINAL CONDITION OF PAVEMENT SURFACE.
 2. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.
 3. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.

1. MULTI-LANE DIRECTIONAL GRAPHICS
C-2.7 NOT TO SCALE



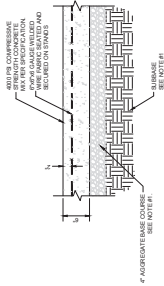
- NOTES
1. CONTRACTOR SHALL REPAIR TO ORIGINAL CONDITION OF PAVEMENT SURFACE.
 2. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.
 3. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.

2. LONGITUDINAL BUTT JOINT
C-2.7 NOT TO SCALE



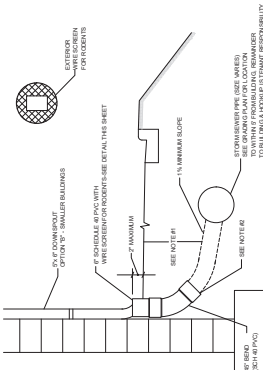
- NOTES
1. CONTRACTOR SHALL REPAIR TO ORIGINAL CONDITION OF PAVEMENT SURFACE.
 2. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.
 3. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.

3. CROSSWALK MARKINGS
C-2.7 NOT TO SCALE



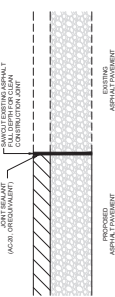
- NOTES
1. CONTRACTOR SHALL REPAIR TO ORIGINAL CONDITION OF PAVEMENT SURFACE.
 2. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.
 3. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.

4. CONCRETE PAVEMENT DRIVE-THRU LANE
C-2.7 NOT TO SCALE

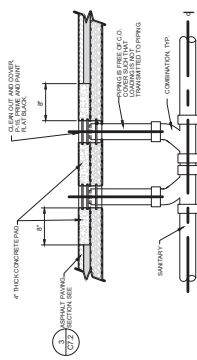


- NOTES
1. CONTRACTOR SHALL REPAIR TO ORIGINAL CONDITION OF PAVEMENT SURFACE.
 2. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.
 3. ALL MARKINGS SHALL BE PAINTED IN WHITE UNLESS OTHERWISE NOTED.

5. BUILDING DOWNSPOUT CONNECTION
C-2.7 NOT TO SCALE

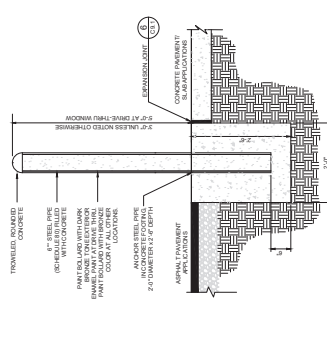


6. BUTT JOINT
C-2.7 NOT TO SCALE



NOTE: SEE PLUMBING PLAN FOR CRACK TREATMENT DETAIL.

7. CLEAN-OUT OUTSIDE OF BUILDING
C-2.7 NOT TO SCALE



8. CONCRETE BOLLARD
C-2.7 NOT TO SCALE



Chick-Fil-A
5200 Buffington Rd.
Atlanta, Georgia,
30349-2998

Bowman

Professional Engineer
No. 92421
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
1000 North West 11th Street
Tallahassee, Florida 32304-3000
(904) 487-4688
www.bowman-engineers.com

Seal



ANDREW M. BOWMAN, P.E.
FLORIDA BOARD NO. 92421
P.E. IN MECHANICAL ENGINEERING

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

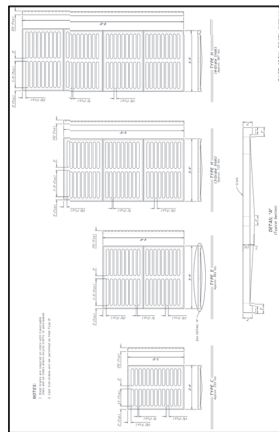
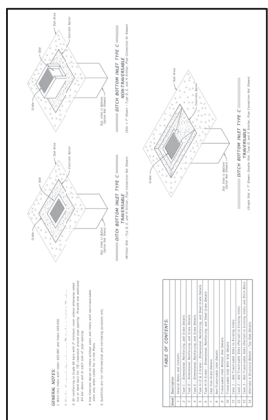
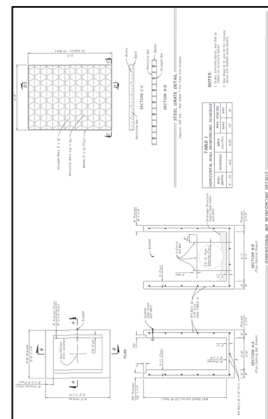
FSU# 4991

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C-5.0

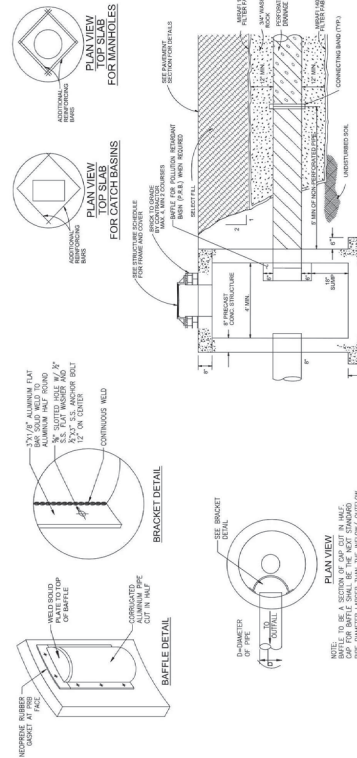
DATE: 08/14/2024
PROJECT: 2024-00028
SHEET: 1 OF 1
DRAWN: JONATHAN OVERTON
CHECKED: JONATHAN OVERTON
DATE: 08/14/2024

PERMIT
C-5.0

2024-00028
Jonathan Overton
9/15/2022

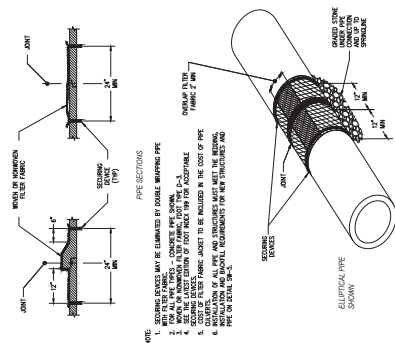


3 DITCH BOTTOM INLET TYPE C
NOT TO SCALE

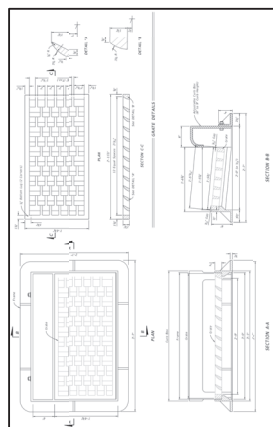


4 CATCH BASIN W/P R.B. AND
EXFILTRATION TRENCH
NOT TO SCALE

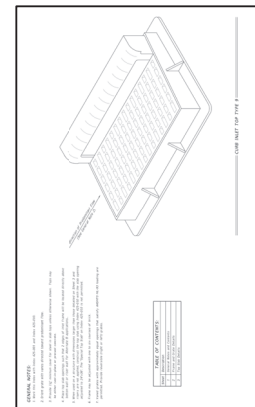
5 POLLUTION RETARDANT BAFFLE (PRB)
NOT TO SCALE



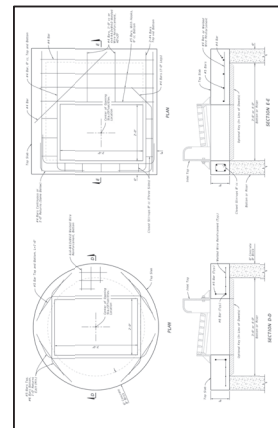
5 FILTER FABRIC FOR STORM PIPE
NOT TO SCALE



6 PIPE TO STRUCTURE CONNECTION
NOT TO SCALE



7 CURB INLET TOP TYPE 9
NOT TO SCALE





Chick-Fil-A
5200 Buffington Rd.
Atlanta, Georgia,
30349-2398

Bowman

Professional Engineer
No. 92421
State of Georgia
Civil Engineering
No. 92421

Seal



Prayer copies
of this drawing
shall be
submitted to
the State of
Georgia
Department of
Transportation
for review and
approval
prior to
construction.

FOR THE ARCHITECT
ANDERSON, SCHWABE
& ASSOCIATES, P.C.
FLORIAN R. HEDGECOCK, P.E.
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

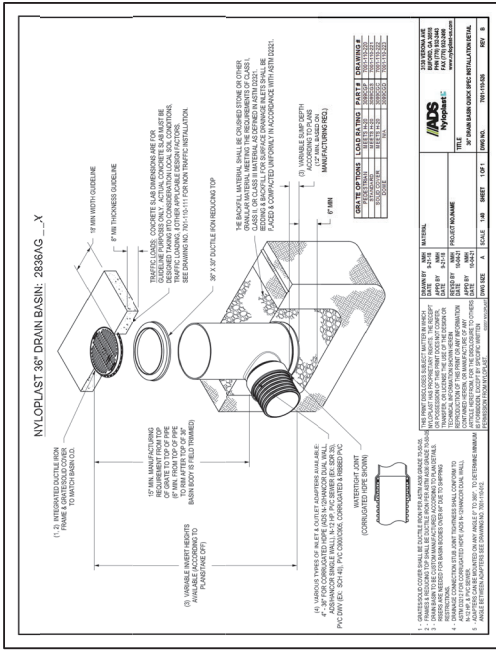
FSU# 4991

REVISIONS
DATE
BY
REASON

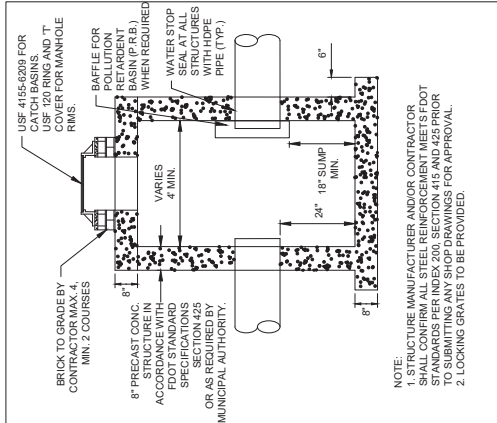
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2022-5-14-00028
Jonathan Overton
9/15/2022

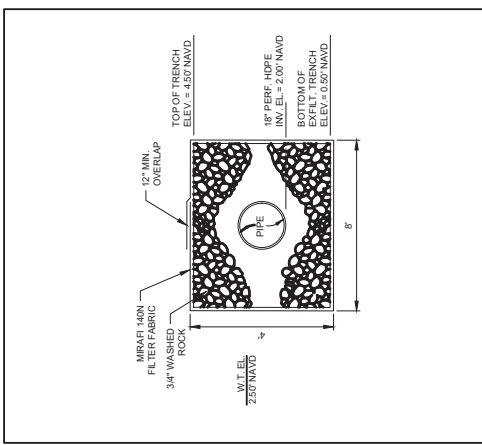
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2022-5-14-00028
Jonathan Overton
9/15/2022



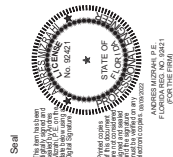
3. 36\"/>



2. PRECAST DRAINAGE STRUCTURE
NOT TO SCALE



1. EXFILTRATION TRENCH
NOT TO SCALE



CHICK-FIL-A
DEERFIELD BEACH
101 N. FEDERAL HIGHWAY
DEERFIELD BEACH, FL 33441

FSU# 4991

REVISION SCHEDULE		DESCRIPTION
NO.	DATE	

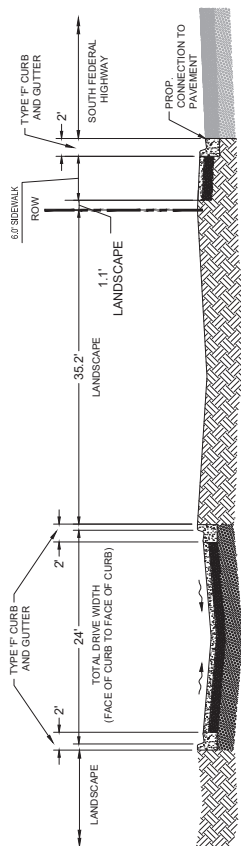
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PROJECT #	010014-01-134
PRINTED FOR	PERMIST
DATE	03/2/2022
DRAWN BY	ST

SHEET

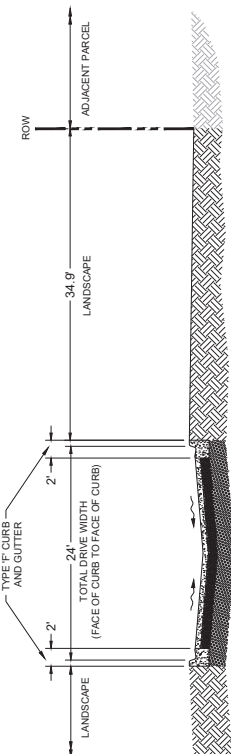
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SHEET NUMBER

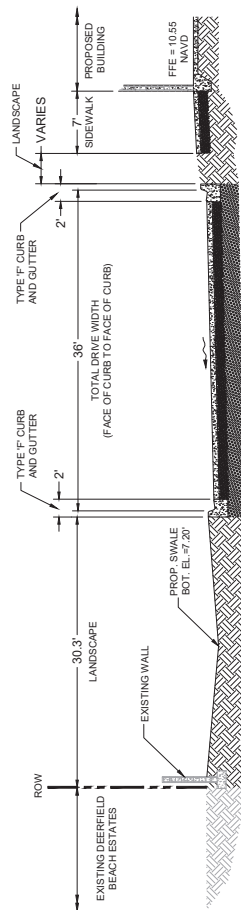
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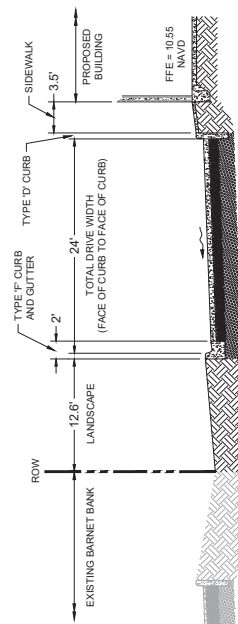
SECTION 'A'



SECTION 'B'



SECTION 'C'



SECTION 'D'

National Pollutant Discharge Elimination System

Broward County



BE A RESPONSIBLE NEIGHBOR ON THE STATE'S HIGHWAY

Please reference the following numbers:

Illicit Discharge or Illegal Dumping	FDOT Broward Operations Center	954-776-4300
Spill (oil or hazardous materials) onto the highway	State Watch Office	1-800-320-0519
Hazardous Waste Disposal	Integrated Waste Management Hotline	954-765-4999

- Return **used oil** to your nearest service station or any auto supply store for recycling.
- **SWEEP AND REMOVE**, do not wash fertilizers, grass clippings, pesticides, soil, or sediment into the storm drain system.
- **DURING CONSTRUCTION**, clean equipment tires before leaving your site and don't allow any erosion or sediment to enter the highway storm drain system. Control waste that may cause adverse impacts to water quality. Please contact **FDOT Broward Operations Center 48 hours** prior to breaking ground on a project that has an **approved DCP**.

To keep up to date on your **stormwater responsibility**, please contact:
BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION
(954) 519-1270 or visit:

<http://www.dep.state.fl.us/water> or <http://www.broward.org/knowtheflow>

For your information, FDOT-sponsored **training** on illicit discharge detection and elimination (IDDE) can be found by visiting:

<http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm>

REMEMBER, what goes into a storm drain ends up floating in our waterways or washing up on our beaches!!!

Approved
2022-A-491-00026
Jonathan Overton
9/15/2022

From: Bryan Kelley <bryan@simmonsandwhite.com>
Sent: Thursday, May 5, 2022 6:48 PM
To: Daniela Jurado <djurado@bowman.com>; Jenny Baez <jbaez@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Eric Power <EPower@deerfield-beach.com>
Cc: Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>
Subject: [EXTERNAL] RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Daniela,

The revised methodology looks good although I have one question. Driveway volumes are being counted at existing Chick-fil-a site. Does this include driveway volume counts and queuing counts? In other words, will there be a second count that just counts the back of queue through the drive through?

Thanks,

Bryan G. Kelley, P.E.
Senior Traffic Engineer



Simmons & White, Inc.
2581 Metrocentre Blvd., Suite 3
West Palm Beach, FL 33407
Office: 561.478.7848 x112
Cell: 561.371.2285
simmonsandwhite.com

From: Daniela Jurado <djurado@bowman.com>
Sent: Monday, May 2, 2022 6:10 PM
To: Bryan Kelley <bryan@simmonsandwhite.com>; Jenny Baez <jbaez@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Eric Power <EPower@deerfield-beach.com>
Cc: Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>
Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Good Afternoon Bryan and Jenna,

Please see attached the updated methodology letter and the response to the comments.

Let me know if we can proceed based on this scope/ methodology.

Sincerely,

DANIELA JURADO | BOWMAN

O: (321) 270-8905 | D: (321) 270-8977 | M: (786) 370-2762
djurado@bowman.com

From: Daniela Jurado
Sent: Monday, May 2, 2022 3:29 PM
To: Bryan Kelley <bryan@simmonsandwhite.com>; Jenny Baez <jbaez@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Eric Power <EPower@deerfield-beach.com>
Cc: Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>
Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Perfect! we will revise the methodology based on this and send it later this afternoon.

Thank you,

DANIELA JURADO | BOWMAN

O: (321) 270-8905 | D: (321) 270-8977 | M: (786) 370-2762
djurado@bowman.com

From: Bryan Kelley <bryan@simmonsandwhite.com>
Sent: Monday, May 2, 2022 3:22 PM
To: Jenny Baez <jbaez@bowman.com>; Daniela Jurado <djurado@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Eric Power <EPower@deerfield-beach.com>
Cc: Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>
Subject: [EXTERNAL] RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Jenny and Daniela,

I apologize as I was out of the office towards the end of last week but have been coordinating with the City today. Below are my responses:

Comment 1. For the trip generation we were initially proposing the use of a ratio between the buildings. Comment 1 requests the use of the overall trip generation as no significant impact is anticipated with the indoor sitting. Considering this, we are proposing the use of the drive-thru ins and outs instead of the full driveway volumes would this approach be suitable?

Unfortunately, I don't prefer this option either. My concern is this store is going to be set up for drive-through only so they will attract more drive through trips and likely be more efficient at processing these trips. Customers wanting Chick-fil-a are generally going to travel to the closest one regardless of whether it has sit-down or not. I would rather be on the conservative side of things so the argument can be made that (*IF) the analysis meets Level of Service requirements, the project may even have less of an impact due to the lesser square footage.

Comment 4. The methodology statement was not clear on this matter however to clarify. The capacity analysis will be performed for the morning and evening. While the stacking analysis will be conducted for all peak periods. Is this be acceptable?

Yes, this is acceptable.

Bryan G. Kelley, P.E.
Senior Traffic Engineer



Simmons & White, Inc.

2581 Metrocentre Blvd., Suite 3
West Palm Beach, FL 33407

Office: 561.478.7848 x112

Cell: 561.371.2285

simmonsandwhite.com

From: Jenny Baez <jbaez@bowman.com>

Sent: Monday, May 2, 2022 2:53 PM

To: Daniela Jurado <djurado@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Eric Power <EPower@deerfield-beach.com>

Cc: Andrew Petersen <apetersen@bowman.com>; Bryan Kelley <bryan@simmonsandwhite.com>; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>; Bryan Kelley <bryan@simmonsandwhite.com>

Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Jenna,

Could you confirm/clarify on the methodology? See below from our traffic engineer.

We are currently working on revising the methodology statement to address the comments. I have few questions regarding comments 1 and 4.

Comment 1. For the trip generation we were initially proposing the use of a ratio between the buildings. Comment 1 requests the use of the overall trip generation as no significant impact is anticipated with the indoor sitting. Considering this, we are proposing the use of the drive-thru ins and outs instead of the full driveway volumes would this approach be suitable?

Comment 4. The methodology statement was not clear on this matter however to clarify. The capacity analysis will be performed for the morning and evening. While the stacking analysis will be conducted for all peak periods. Is this be acceptable?

JENNY BAEZ

Principal - Branch Manager | **BOWMAN**

O: (954) 314-8481 | D: (954) 314-8468 | M: (954) 682-9014

jbaez@bowman.com

From: Daniela Jurado <djurado@bowman.com>

Sent: Wednesday, April 27, 2022 2:59 PM

To: Jenna Lane <JLane@deerfield-beach.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Jenny Baez <jbaez@bowman.com>; Eric Power <EPower@deerfield-beach.com>

Cc: Andrew Petersen <apetersen@bowman.com>; bryan@simmonsandwhite.com; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Good Afternoon Jenna,

Thanks for the comments.

We are currently working on revising the methodology statement to address the comments. I have few questions regarding comments 1 and 4.

Comment 1. For the trip generation we were initially proposing the use of a ratio between the buildings. Comment 1 requests the use of the overall trip generation as no significant impact is anticipated with the indoor sitting. Considering this, we are proposing the use of the drive-thru ins and outs instead of the full driveway volumes would this approach be suitable?

Comment 4. The methodology statement was not clear on this matter however to clarify. The capacity analysis will be performed for the morning and evening. While the stacking analysis will be conducted for all peak periods. Is this be acceptable?

Thanks again,

DANIELA JURADO | BOWMAN

O: (321) 270-8905 D: (321) 270-8977 M: (786) 370-2762

djurado@bowman.com

From: Jenna Lane <JLane@deerfield-beach.com>

Sent: Wednesday, April 27, 2022 11:19 AM

To: Rodrigo Meirelles <rmeirelles@bowman.com>; Jenny Baez <jbaez@bowman.com>; Eric Power <EPower@deerfield-beach.com>

Cc: Daniela Jurado <djurado@bowman.com>; Andrew Petersen <apetersen@bowman.com>; bryan@simmonsandwhite.com; Andres Mizrahi <amizrahi@bowman.com>; Cheydene Grant-Brown <cgrant-brown@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Subject: [EXTERNAL] RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Good morning, Rodrigo:

I hope all is well. Staff received the traffic comments from our traffic consultant, Bryan Kelley, which I have attached for your reference. Moving forward, please send me all site plan-associated documents which you are requesting City Staff review and we will route the documents to the appropriate disciplines. This ensures that our DRC review process is adhered to and that proper record-keeping is achieved.

On another note, can you confirm whether the cost recovery fee was mailed to our Department? I believe it was discussed last week that it was going to be sent via overnight delivery.

Kind Regards,



Jenna Lane
Principal Planner, Planning & Development Services
150 NE 2nd Avenue
Deerfield Beach, FL 33441
954.480.4244

More Than Just a Pretty Beach

From: Rodrigo Meirelles <rmeirelles@bowman.com>
Sent: Wednesday, April 27, 2022 8:39 AM
To: Eric Power <EPower@deerfield-beach.com>; Jenny Baez <jbaez@bowman.com>; bryan@simmonsandwhite.com;
Veronica Rodriguez <VRodriguez@deerfield-beach.com>
Cc: Daniela Jurado <djurado@bowman.com>; Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi
<amizrahi@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>
Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Good Morning Eric,

I am following up from my previous email to ask if you had a chance to look at our proposed Methodology for this Traffic Impact Study and to ask if you have any questions or comments on in.

Feel free to call me at any time.

Thank you very much,

RODRIGO MEIRELLES VAN VLIET, EIT

Engineer I | **BOWMAN**

O: (321) 255-5434 | D: (321) 430-2868

rmeirelles@bowman.com

From: Rodrigo Meirelles
Sent: Wednesday, April 20, 2022 8:22 AM
To: Eric Power <EPower@deerfield-beach.com>; Jenny Baez <jbaez@bowman.com>; bryan@simmonsandwhite.com;
Veronica Rodriguez <VRodriguez@deerfield-beach.com>
Cc: Daniela Jurado <djurado@bowman.com>; Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi
<amizrahi@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>
Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Good Morning Eric,

Please see attached the methodology letter updated with the revised site plan. Let me know if there is anything else you will need at this time.

Best Wishes,

RODRIGO MEIRELLES VAN VLIET, EIT

Engineer I | **BOWMAN**

O: (321) 255-5434 | D: (321) 430-2868

rmeirelles@bowman.com

From: Eric Power <EPower@deerfield-beach.com>
Sent: Tuesday, April 19, 2022 8:52 PM

To: Jenny Baez <jbaez@bowman.com>; bryan@simmonsandwhite.com; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Cc: Rodrigo Meirelles <rmeirelles@bowman.com>; Daniela Jurado <djurado@bowman.com>; Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>

Subject: [EXTERNAL] RE: CFA N Federal Hwy Deerfield, FL // traffic memo

The address below, please be sure it states Planning & Development Services Department after City of Deerfield Beach. You can send it to Jenna's attention.

Thanks,

Eric



Eric M. Power, AICP, LIAF
Planning & Development Services Director

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
P: 954.480.4211
F: 954.422.5816

More Than Just a Pretty Beach

From: Jenny Baez <jbaez@bowman.com>

Sent: Tuesday, April 19, 2022 8:42 PM

To: Eric Power <EPower@deerfield-beach.com>; bryan@simmonsandwhite.com; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Cc: Rodrigo Meirelles <rmeirelles@bowman.com>; Daniela Jurado <djurado@bowman.com>; Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>

Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Thank you so much for your feedback Eric!

A methodology is exactly what we submitted to Bryan. See attached. The only follow up we need is the updated version with the correct site plan, that I am hoping Daniela in my team can send tomorrow.

I will overnight the check – can you advise what address we need to use so it gets in the right hands before the end of the week?

JENNY BAEZ

Principal - Branch Manager | **BOWMAN**

O: (954) 314-8481 | D: (954) 314-8468 | M: (954) 682-9014

jbaez@bowman.com

From: Eric Power <EPower@deerfield-beach.com>

Sent: Tuesday, April 19, 2022 8:40 PM

To: Jenny Baez <jbaez@bowman.com>; bryan@simmonsandwhite.com; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Cc: Rodrigo Meirelles <rmeirelles@bowman.com>; Daniela Jurado <djurado@bowman.com>; Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Jenna Lane <JLane@deerfield-beach.com>

Subject: [EXTERNAL] RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Jenny,

You need to submit a methodology letter to us for review and approval prior to a study taking place. Feel free to email that, copying all here (including Principal Planner, Jenna Lane). In addition, a check made out to the City of Deerfield Beach in the amount of \$1,000.00 must be submitted to the City. The City will draw from this amount and may request additional funds based on the number of time and reviews conducted for this project.

Thanks,

Eric



Eric M. Power, AICP, LIAF
Planning & Development Services Director

City of Deerfield Beach

150 NE 2nd Avenue

Deerfield Beach, FL 33441

P: 954.480.4211

F: 954.422.5816

More Than Just a Pretty Beach

From: Jenny Baez <jbaez@bowman.com>

Sent: Friday, April 15, 2022 1:19 PM

To: bryan@simmonsandwhite.com; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Cc: Rodrigo Meirelles <rmeirelles@bowman.com>; Daniela Jurado <djurado@bowman.com>; Andrew Petersen <apetersen@bowman.com>; Andres Mizrahi <amizrahi@bowman.com>; Eric Power <EPower@deerfield-beach.com>; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Subject: RE: CFA N Federal Hwy Deerfield, FL // traffic memo

Bryan,

Attached is the correct site plan we are using for this project. Daniela will update her memo and resend but wanted to get you the latest.

This version incorporates Eric's feedback about the all-concrete site and we re-aligned the access to try to address some of the concerns you had with circulation on site.

Eric – can you advise the process for us to begin the traffic study review? I know there is a cost recovery mechanism we need to pay first so I want to get this all going so we can feel comfortable about this project proposal to the city.

Jenny

JENNY BAEZ

Principal - Branch Manager | **BOWMAN**

O: (954) 314-8481 | D: (954) 314-8468 | M: (954) 682-9014

jbaez@bowman.com

From: Daniela Jurado <djurado@bowman.com>

Sent: Thursday, April 14, 2022 4:23 PM

To: bryan@simmonsandwhite.com; Veronica Rodriguez <VRodriguez@deerfield-beach.com>

Cc: Jenny Baez <jbaez@bowman.com>; Rodrigo Meirelles <rmeirelles@bowman.com>; Andrew Petersen <apetersen@bowman.com>

Subject: CFA N Federal Hwy Deerfield, FL

Good Afternoon Bryan,

I Hope everything is going great.

Based on the pre-application meeting held on March 29, 2022 for the Chick-fil-A project to be located at 101 N Federal Hwy in Deerfield Beach, Florida. We have prepared a methodology memorandum outlining the proposed methodology for the Traffic Impact Analysis for this site. We wanted to shared this methodology letter with you.

Let us know if you find this approach suitable.

Thank you in advance.

Sincerely,

DANIELA JURADO

Project Manager | **BOWMAN**

4450 W Eau Gallie Boulevard, Suite 144, Melbourne, FL 32934

O: (321) 270-8905 | D: (321) 270-8977 | M: (786) 370-2762

djurado@bowman.com | bowman.com



APPENDIX C

TURNING MOVEMENT COUNTS

DE TRAFFIC

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(386) 341-4186

US 1 at E. Hillsboro Blvd

Broward County, FL

File Name : US 1 at Hillsboro

Site Code : 00000001

Start Date : 5/4/2022

Page No : 1

Groups Printed- Automobiles - Commercial

	US 1 Southbound						E Hillsboro Blvd Westbound						US 1 Northbound						E Hillsboro Blvd Eastbound					
Start Time	Left	Thru	Right	Uturn	App. Total	Left	Thru	Right	Uturn	App. Total	Left	Thru	Right	Uturn	App. Total	Left	Thru	Right	Uturn	App. Total	Int. Total			
07:00 AM	35	102	20	3	160	41	140	35	0	216	34	149	63	2	248	35	140	42	0	217	841			
07:15 AM	44	131	26	1	202	40	145	26	1	212	41	203	75	5	324	44	158	42	3	247	985			
07:30 AM	36	142	34	3	215	52	156	51	1	260	35	218	83	4	340	34	195	61	3	293	1108			
07:45 AM	44	160	41	5	250	45	136	35	0	216	44	226	75	8	353	57	179	76	0	312	1131			
Total	159	535	121	12	827	178	577	147	2	904	154	796	296	19	1265	170	672	221	6	1069	4065			
08:00 AM	42	147	54	8	251	54	142	51	0	247	52	206	84	4	346	70	193	88	1	352	1196			
08:15 AM	29	142	48	4	223	48	141	44	1	234	43	230	88	2	363	49	151	73	2	275	1095			
08:30 AM	40	119	40	5	204	47	152	54	2	255	37	240	91	3	371	43	140	66	0	249	1079			
08:45 AM	31	130	31	4	196	40	135	36	1	212	34	206	77	4	321	35	124	73	1	233	962			
Total	142	538	173	21	874	189	570	185	4	948	166	882	340	13	1401	197	608	300	4	1109	4332			
04:00 PM	91	229	40	3	363	88	184	56	0	328	101	182	56	3	342	32	146	70	0	248	1281			
04:15 PM	83	224	42	4	353	84	187	50	0	321	89	202	48	6	345	34	129	49	2	214	1233			
04:30 PM	79	247	36	5	367	77	200	54	2	333	84	201	63	6	354	34	166	51	3	254	1308			
04:45 PM	76	242	51	8	377	82	192	36	0	310	78	226	42	4	350	53	145	44	0	242	1279			
Total	329	942	169	20	1460	331	763	196	2	1292	352	811	209	19	1391	153	586	214	5	958	5101			
05:00 PM	86	245	74	9	414	76	179	41	0	296	83	244	53	5	385	44	132	37	4	217	1312			
05:15 PM	97	223	55	4	379	85	138	35	1	259	80	239	45	3	367	37	145	44	1	227	1232			
05:30 PM	77	210	46	8	341	77	149	26	0	252	86	225	37	5	353	43	133	35	0	211	1157			
05:45 PM	64	207	40	4	315	66	128	25	0	219	79	197	41	2	319	36	125	30	0	191	1044			
Total	324	885	215	25	1449	304	594	127	1	1026	328	905	176	15	1424	160	535	146	5	846	4745			
Grand Total	954	2900	678	78	4610	1002	2504	655	9	4170	1000	3394	1021	66	5481	680	2401	881	20	3982	18243			
Approch %	20.7	62.9	14.7	1.7		24	60	15.7	0.2		18.2	61.9	18.6	1.2		17.1	60.3	22.1	0.5					
Total %	5.2	15.9	3.7	0.4	25.3	5.5	13.7	3.6	0	22.9	5.5	18.6	5.6	0.4	30	3.7	13.2	4.8	0.1	21.8				
Automobiles	907	2793	654	77	4431	987	2443	637	9	4076	975	3342	1006	66	5389	665	2339	870	20	3894	17790			
% Automobiles	95.1	96.3	96.5	98.7	96.1	98.5	97.6	97.3	100	97.7	97.5	98.5	98.5	100	98.3	97.8	97.4	98.8	100	97.8				
Commercial	47	107	24	1	179	15	61	18	0	94	25	52	15	0	92	15	62	11	0	88	453			
% Commercial	4.9	3.7	3.5	1.3	3.9	1.5	2.4	2.7	0	2.3	2.5	1.5	1.5	0	1.7	2.2	2.6	1.2	0	2.2				

DE TRAFFIC

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US 1 at E. Hillsboro Blvd

Broward County, FL

File Name : US 1 at Hillsboro

Site Code : 00000001

Start Date : 5/4/2022

Page No : 2

Start Time	US 1 Southbound						E Hillsboro Blvd Westbound						US 1 Northbound						E Hillsboro Blvd Eastbound					
	Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																								
Peak Hour for Entire Intersection Begins at 07:30 AM																								
07:30 AM	36	142	34	3	215		52	156	51	1	260		35	218	83	4	340		34	195	61	3	293	1108
07:45 AM	44	160	41	5	250		45	136	35	0	216		44	226	75	8	353		57	179	76	0	312	1131
08:00 AM	42	147	54	8	251		54	142	51	0	247		52	206	84	4	346		70	193	88	1	352	1196
08:15 AM	29	142	48	4	223		48	141	44	1	234		43	230	88	2	363		49	151	73	2	275	1095
Total Volume	151	591	177	20	939		199	575	181	2	957		174	880	330	18	1402		210	718	298	6	1232	4530
% App. Total	16.1	62.9	18.8	2.1			20.8	60.1	18.9	0.2			12.4	62.8	23.5	1.3			17	58.3	24.2	0.5		
PHF	.858	.923	.819	.625	.935		.921	.921	.887	.500	.920		.837	.957	.938	.563	.966		.750	.921	.847	.500	.875	.947
Automobiles	137	561	173	19	890		193	566	179	2	940		170	867	325	18	1380		204	691	295	6	1196	4406
% Automobiles	90.7	94.9	97.7	95.0	94.8		97.0	98.4	98.9	100	98.2		97.7	98.5	98.5	100	98.4		97.1	96.2	99.0	100	97.1	97.3
Commercial	14	30	4	1	49		6	9	2	0	17		4	13	5	0	22		6	27	3	0	36	124
% Commercial	9.3	5.1	2.3	5.0	5.2		3.0	1.6	1.1	0	1.8		2.3	1.5	1.5	0	1.6		2.9	3.8	1.0	0	2.9	2.7

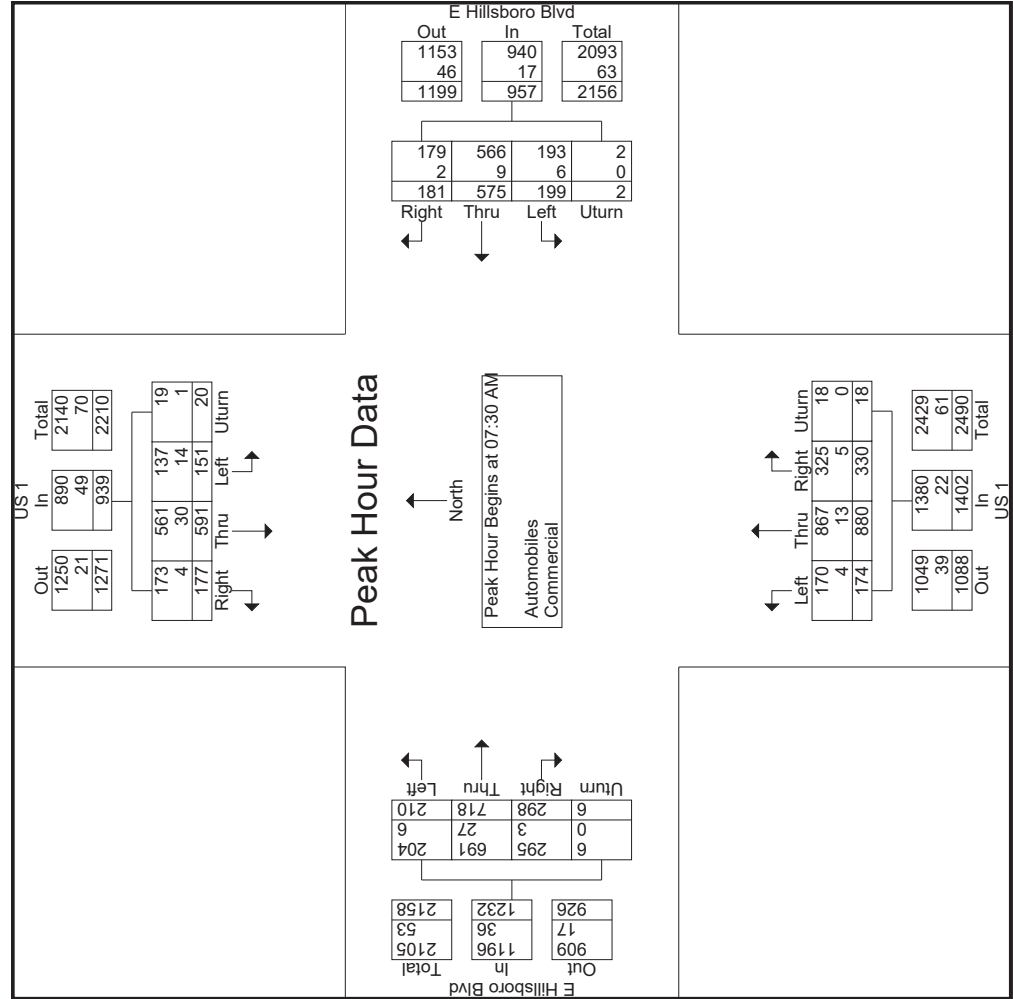
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Broward County, FL

File Name : US 1 at Hillsboro

Site Code : 00000001

Start Date : 5/4/2022

Page No : 4

Start Time	US 1 Southbound						E Hillsboro Blvd Westbound						US 1 Northbound						E Hillsboro Blvd Eastbound					
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Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																								
Peak Hour for Entire Intersection Begins at 04:15 PM																								
04:15 PM	83	224	42	4	353		84	187	50	0	321		89	202	48	6	345		34	129	49	2	214	1233
04:30 PM	79	247	36	5	367		77	200	54	2	333		84	201	63	6	354		34	166	51	3	254	1308
04:45 PM	76	242	51	8	377		82	192	36	0	310		78	226	42	4	350		53	145	44	0	242	1279
05:00 PM	86	245	74	9	414		76	179	41	0	296		83	244	53	5	385		44	132	37	4	217	1312
Total Volume	324	958	203	26	1511		319	758	181	2	1260		334	873	206	21	1434		165	572	181	9	927	5132
% App. Total	21.4	63.4	13.4	1.7			25.3	60.2	14.4	0.2			23.3	60.9	14.4	1.5			17.8	61.7	19.5	1		
PHF	.942	.970	.686	.722	.912		.949	.948	.838	.250	.946		.938	.894	.817	.875	.931		.778	.861	.887	.563	.912	.978
Automobiles	316	932	198	26	1472		317	737	175	2	1231		326	863	202	21	1412		161	567	178	9	915	5030
% Automobiles	97.5	97.3	97.5	100	97.4		99.4	97.2	96.7	100	97.7		97.6	98.9	98.1	100	98.5		97.6	99.1	98.3	100	98.7	98.0
Commercial	8	26	5	0	39		2	21	6	0	29		8	10	4	0	22		4	5	3	0	12	102
% Commercial	2.5	2.7	2.5	0	2.6		0.6	2.8	3.3	0	2.3		2.4	1.1	1.9	0	1.5		2.4	0.9	1.7	0	1.3	2.0

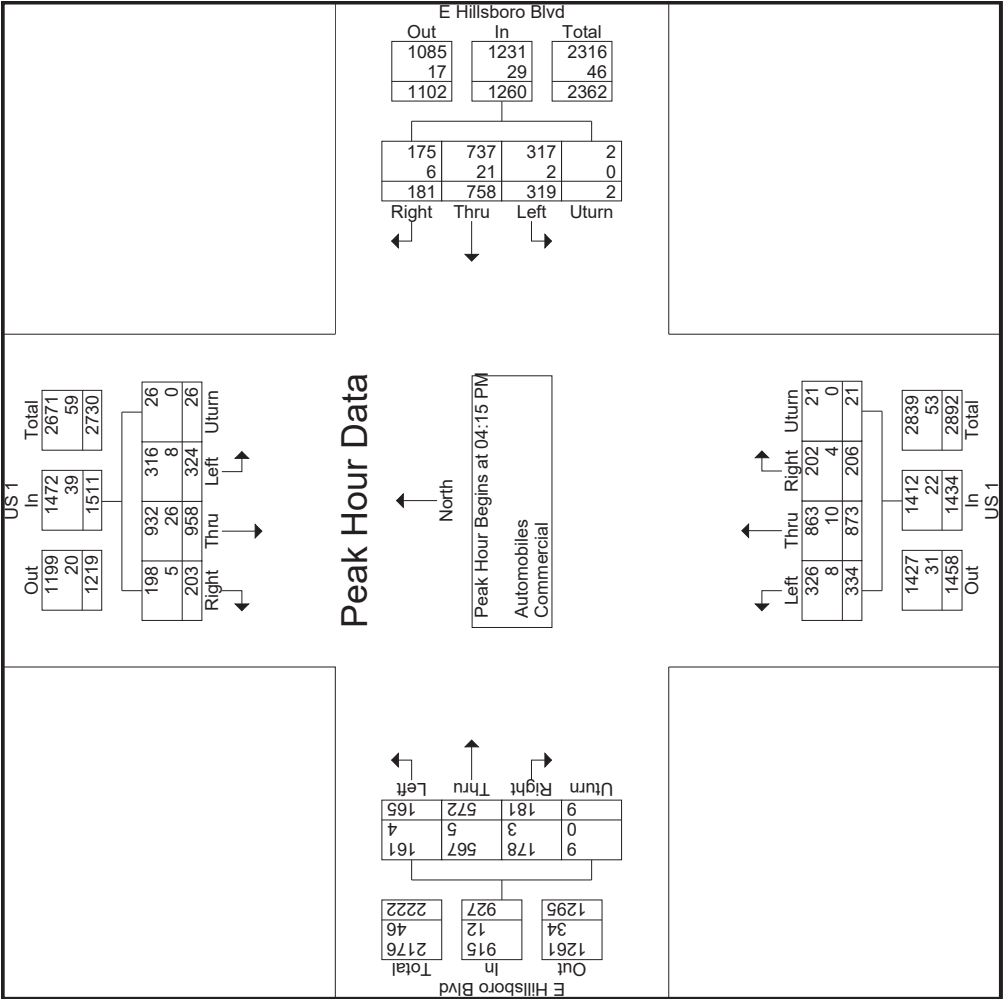
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File Name : US 1 at Hillsboro

Site Code : 00000001

Start Date : 5/4/2022

Page No : 6

Groups Printed- Automobiles

Start Time	US 1 Southbound						E Hillsboro Blvd Westbound						US 1 Northbound						E Hillsboro Blvd Eastbound					
	Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total	Int. Total
07:00 AM	34	96	19	3	152		41	134	34	0	209		34	146	61	2	243		34	134	42	0	210	814
07:15 AM	41	124	24	1	190		38	141	24	1	204		41	199	75	5	320		44	154	42	3	243	957
07:30 AM	34	134	34	3	205		51	153	51	1	256		34	216	81	4	335		34	187	61	3	285	1081
07:45 AM	41	151	41	4	237		43	134	34	0	211		42	224	75	8	349		56	175	75	0	306	1103
Total	150	505	118	11	784		173	562	143	2	880		151	785	292	19	1247		168	650	220	6	1044	3955
08:00 AM	38	142	52	8	240		53	141	51	0	245		51	202	83	4	340		68	186	86	1	341	1166
08:15 AM	24	134	46	4	208		46	138	43	1	228		43	225	86	2	356		46	143	73	2	264	1056
08:30 AM	36	115	38	5	194		46	151	52	2	251		35	235	91	3	364		43	136	65	0	244	1053
08:45 AM	26	124	31	4	185		39	135	34	1	209		33	206	76	4	319		33	116	73	1	223	936
Total	124	515	167	21	827		184	565	180	4	933		162	868	336	13	1379		190	581	297	4	1072	4211
04:00 PM	88	225	39	3	355		88	178	55	0	321		99	179	56	3	337		32	145	69	0	246	1259
04:15 PM	81	216	41	4	342		84	181	49	0	314		88	198	47	6	339		33	129	49	2	213	1208
04:30 PM	76	241	34	5	356		76	194	51	2	323		81	199	61	6	347		34	164	51	3	252	1278
04:45 PM	75	234	51	8	368		81	187	34	0	302		76	225	42	4	347		51	142	43	0	236	1253
Total	320	916	165	20	1421		329	740	189	2	1260		344	801	206	19	1370		150	580	212	5	947	4998
05:00 PM	84	241	72	9	406		76	175	41	0	292		81	241	52	5	379		43	132	35	4	214	1291
05:15 PM	94	216	53	4	367		83	134	34	1	252		76	235	43	3	357		37	141	42	1	221	1197
05:30 PM	73	202	43	8	326		76	145	26	0	247		85	219	36	5	345		41	132	35	0	208	1126
05:45 PM	62	198	36	4	300		66	122	24	0	212		76	193	41	2	312		36	123	29	0	188	1012
Total	313	857	204	25	1399		301	576	125	1	1003		318	888	172	15	1393		157	528	141	5	831	4626
Grand Total	907	2793	654	77	4431		987	2443	637	9	4076		975	3342	1006	66	5389		665	2339	870	20	3894	17790
Approch %	20.5	63	14.8	1.7			24.2	59.9	15.6	0.2			18.1	62	18.7	1.2			17.1	60.1	22.3	0.5		
Total %	5.1	15.7	3.7	0.4	24.9		5.5	13.7	3.6	0.1	22.9		5.5	18.8	5.7	0.4	30.3		3.7	13.1	4.9	0.1	21.9	

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Broward County, FL

File Name : US 1 at Hillsboro

Site Code : 00000001

Start Date : 5/4/2022

Page No : 7

Groups Printed- Commercial

	US 1 Southbound						E Hillsboro Blvd Westbound						US 1 Northbound						E Hillsboro Blvd Eastbound					
Start Time	Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total	Int. Total
07:00 AM	1	6	1	0	8		0	6	1	0	7		0	3	2	0	5		1	6	0	0	7	27
07:15 AM	3	7	2	0	12		2	4	2	0	8		0	4	0	0	4		0	4	0	0	4	28
07:30 AM	2	8	0	0	10		1	3	0	0	4		1	2	2	0	5		0	8	0	0	8	27
07:45 AM	3	9	0	1	13		2	2	1	0	5		2	2	0	0	4		1	4	1	0	6	28
Total	9	30	3	1	43		5	15	4	0	24		3	11	4	0	18		2	22	1	0	25	110
08:00 AM	4	5	2	0	11		1	1	0	0	2		1	4	1	0	6		2	7	2	0	11	30
08:15 AM	5	8	2	0	15		2	3	1	0	6		0	5	2	0	7		3	8	0	0	11	39
08:30 AM	4	4	2	0	10		1	1	2	0	4		2	5	0	0	7		0	4	1	0	5	26
08:45 AM	5	6	0	0	11		1	0	2	0	3		1	0	1	0	2		2	8	0	0	10	26
Total	18	23	6	0	47		5	5	5	0	15		4	14	4	0	22		7	27	3	0	37	121
04:00 PM	3	4	1	0	8		0	6	1	0	7		2	3	0	0	5		0	1	1	0	2	22
04:15 PM	2	8	1	0	11		0	6	1	0	7		1	4	1	0	6		1	0	0	0	1	25
04:30 PM	3	6	2	0	11		1	6	3	0	10		3	2	2	0	7		0	2	0	0	2	30
04:45 PM	1	8	0	0	9		1	5	2	0	8		2	1	0	0	3		2	3	1	0	6	26
Total	9	26	4	0	39		2	23	7	0	32		8	10	3	0	21		3	6	2	0	11	103
05:00 PM	2	4	2	0	8		0	4	0	0	4		2	3	1	0	6		1	0	2	0	3	21
05:15 PM	3	7	2	0	12		2	4	1	0	7		4	4	2	0	10		0	4	2	0	6	35
05:30 PM	4	8	3	0	15		1	4	0	0	5		1	6	1	0	8		2	1	0	0	3	31
05:45 PM	2	9	4	0	15		0	6	1	0	7		3	4	0	0	7		0	2	1	0	3	32
Total	11	28	11	0	50		3	18	2	0	23		10	17	4	0	31		3	7	5	0	15	119
Grand Total	47	107	24	1	179		15	61	18	0	94		25	52	15	0	92		15	62	11	0	88	453
Approach %	26.3	59.8	13.4	0.6			16	64.9	19.1	0			27.2	56.5	16.3	0			17	70.5	12.5	0		
Total %	10.4	23.6	5.3	0.2			3.3	13.5	4	0	20.8		5.5	11.5	3.3	0	20.3		3.3	13.7	2.4	0	19.4	

DE TRAFFIC

detraffic.com

(386) 341-4186

US 1 at E. Hillsboro Blvd

Broward County, FL

File Name : US 1 at Hillsboro
Site Code : 00000001
Start Date : 5/4/2022
Page No : 8

Groups Printed- Peds

Start Time	US 1 Southbound						E Hillsboro Blvd Westbound						US 1 Northbound						E Hillsboro Blvd Eastbound					
	Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total	Int. Total
07:15 AM	0	0	0	1	1		0	0	0	1	1		0	0	0	0	0		0	0	0	1	1	3
07:30 AM	0	0	0	0	0		0	0	0	0	0		0	0	0	0	1	1	0	0	0	2	2	3
07:45 AM	0	0	0	4	4		0	0	0	3	3		0	0	0	0	0	0	0	0	0	3	3	10
Total	0	0	0	5	5		0	0	0	4	4		0	0	0	1	1	1	0	0	0	6	6	16
08:00 AM	0	0	0	3	3		0	0	0	0	0		0	0	0	0	0	0	0	0	0	4	4	7
08:15 AM	0	0	0	0	0		0	0	0	4	4		0	0	0	2	2	0	0	0	1	1	1	7
08:30 AM	0	0	0	0	0		0	0	0	1	1		0	0	0	1	1	0	0	0	0	0	0	2
Total	0	0	0	3	3		0	0	0	5	5		0	0	0	3	3	3	0	0	0	5	5	16
04:15 PM	0	0	0	0	0		0	0	0	0	0		0	0	0	0	0	0	0	0	0	3	3	3
04:30 PM	0	0	0	1	1		0	0	0	0	0		0	0	0	0	0	0	0	0	0	2	2	3
04:45 PM	0	0	0	2	2		0	0	0	0	0		0	0	0	0	0	0	0	0	0	2	2	4
Total	0	0	0	3	3		0	0	0	0	0		0	0	0	0	0	0	0	0	0	7	7	10
05:00 PM	0	0	0	0	0		0	0	0	0	0		0	0	0	0	0	0	0	0	0	1	1	1
05:15 PM	0	0	0	1	1		0	0	0	0	0		0	0	0	0	0	0	0	0	0	3	3	4
Total	0	0	0	1	1		0	0	0	0	0		0	0	0	0	0	0	0	0	0	4	4	5
Grand Total	0	0	0	12	12		0	0	0	9	9		0	0	0	4	4	4	0	0	0	22	22	47
Approch %	0	0	0	100			0	0	0	100		0	0	0	0	100		0	0	0	0	100		
Total %	0	0	0	25.5	25.5		0	0	0	19.1	19.1		0	0	0	8.5	8.5	8.5	0	0	0	46.8	46.8	

DE TRAFFIC

detraffic.com
(386) 341-4186
US 1 at NE Eller St
Broward County, FL

File Name : US 1 at NE Eller
Site Code : 00000021
Start Date : 5/4/2022
Page No : 1

Groups Printed- Automobiles - Commercial

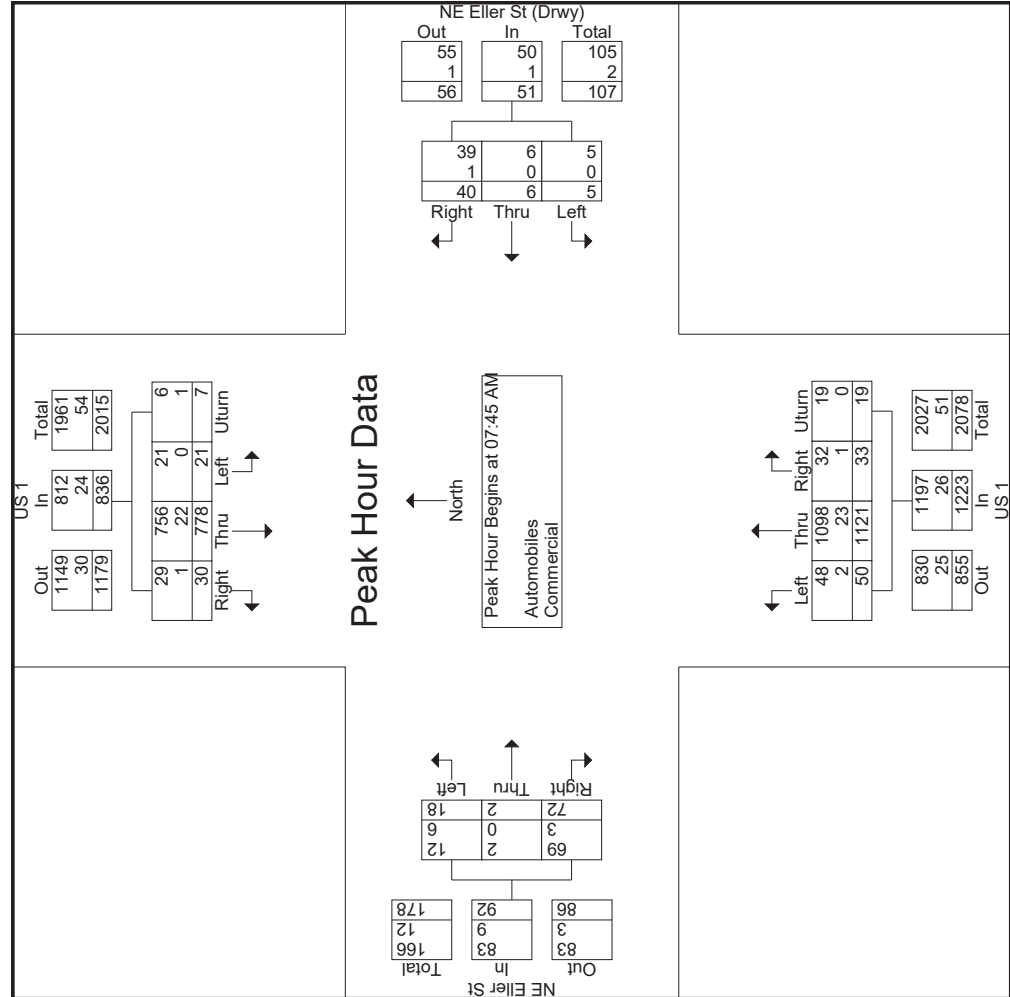
	US 1 Southbound						NE Eller St (Drwy) Westbound						US 1 Northbound						NE Eller St Eastbound								
Start Time	Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	App. Total		Left	Thru	Right	App. Total	Int. Total
07:00 AM	3	140	6	0	149		1	0	8	9		9	201	3	0	213		3	0	11	14		3	0	11	14	385
07:15 AM	4	157	17	0	178		0	2	12	14		23	229	4	2	258		5	2	19	26		5	2	19	26	476
07:30 AM	7	170	6	1	184		3	1	16	20		11	272	5	0	288		5	0	16	21		5	0	16	21	513
07:45 AM	4	193	4	0	201		1	2	8	11		10	284	8	4	306		5	0	14	19		5	0	14	19	537
Total	18	660	33	1	712		5	5	44	54		53	986	20	6	1065		18	2	60	80		18	2	60	80	1911
08:00 AM	8	211	10	2	231		2	0	13	15		15	287	9	5	316		4	0	26	30		4	0	26	30	592
08:15 AM	4	195	11	2	212		0	2	10	12		13	281	9	4	307		4	2	15	21		4	2	15	21	552
08:30 AM	5	179	5	3	192		2	2	9	13		12	269	7	6	294		5	0	17	22		5	0	17	22	521
08:45 AM	5	168	9	2	184		1	3	9	13		6	305	10	3	324		3	1	11	15		3	1	11	15	536
Total	22	753	35	9	819		5	7	41	53		46	1142	35	18	1241		16	3	69	88		16	3	69	88	2201
04:00 PM	4	320	11	0	335		9	0	2	11		32	229	5	4	270		5	2	17	24		5	2	17	24	640
04:15 PM	2	339	11	4	356		2	2	0	4		21	207	5	3	236		10	4	14	28		10	4	14	28	624
04:30 PM	2	348	9	3	362		6	1	2	9		19	237	2	4	262		16	6	12	34		16	6	12	34	667
04:45 PM	5	338	14	0	357		5	2	1	8		21	271	2	5	299		10	4	16	30		10	4	16	30	694
Total	13	1345	45	7	1410		22	5	5	32		93	944	14	16	1067		41	16	59	116		41	16	59	116	2625
05:00 PM	5	359	17	4	385		8	0	0	8		17	291	3	4	315		9	8	22	39		9	8	22	39	747
05:15 PM	5	335	16	0	356		4	2	2	8		19	280	4	3	306		9	4	19	32		9	4	19	32	702
05:30 PM	4	314	11	5	334		6	2	2	10		19	251	5	5	280		13	5	12	30		13	5	12	30	654
05:45 PM	6	318	16	4	344		7	3	0	10		13	230	2	4	249		6	6	10	22		6	6	10	22	625
Total	20	1326	60	13	1419		25	7	4	36		68	1052	14	16	1150		37	23	63	123		37	23	63	123	2728
Grand Total	73	4084	173	30	4360		57	24	94	175		260	4124	83	56	4523		112	44	251	407		112	44	251	407	9465
Approach %	1.7	93.7	4	0.7			32.6	13.7	53.7			5.7	91.2	1.8	1.2			27.5	10.8	61.7			27.5	10.8	61.7		
Total %	0.8	43.1	1.8	0.3	46.1		0.6	0.3	1	1.8		2.7	43.6	0.9	0.6	47.8		1.2	0.5	2.7	4.3		1.2	0.5	2.7	4.3	
Automobiles	70	3986	169	29	4254		54	24	91	169		255	4051	81	56	4443		104	44	243	391		104	44	243	391	9257
% Automobiles	95.9	97.6	97.7	96.7	97.6		94.7	100	96.8	96.6		98.1	98.2	97.6	100	98.2		92.9	100	96.8	96.1		92.9	100	96.8	96.1	97.8
Commercial	3	98	4	1	106		3	0	3	6		5	73	2	0	80		8	0	8	16		8	0	8	16	208
% Commercial	4.1	2.4	2.3	3.3	2.4		5.3	0	3.2	3.4		1.9	1.8	2.4	0	1.8		7.1	0	3.2	3.9		7.1	0	3.2	3.9	2.2

DE TRAFFIC

detraffic.com
(386) 341-4186
US 1 at NE Eller St
Broward County, FL

File Name : US 1 at NE Eller
Site Code : 00000021
Start Date : 5/4/2022
Page No : 2

	US 1 Southbound						NE Eller St (Drwy) Westbound						US 1 Northbound						NE Eller St Eastbound								
Start Time	Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	App. Total		Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																											
Peak Hour for Entire Intersection Begins at 07:45 AM																											
07:45 AM	4	193	4	0	201		1	2	8	11		10	284	8	4	306		5	0	14	19		5	0	14	19	537
08:00 AM	8	211	10	2	231		2	0	13	15		15	287	9	5	316		4	0	26	30		4	0	26	30	592
08:15 AM	4	195	11	2	212		0	2	10	12		13	281	9	4	307		4	2	15	21		4	2	15	21	552
08:30 AM	5	179	5	3	192		2	2	9	13		12	269	7	6	294		5	0	17	22		5	0	17	22	521
Total Volume	21	778	30	7	836		5	6	40	51		50	1121	33	19	1223		18	2	72	92		18	2	72	92	2202
% App. Total	2.5	93.1	3.6	0.8			9.8	11.8	78.4			4.1	91.7	2.7	1.6			19.6	2.2	78.3			19.6	2.2	78.3		
PHF	.656	.922	.682	.583	.905		.625	.750	.769	.850		.833	.976	.917	.792	.968		.900	.250	.692	.767		.900	.250	.692	.767	.930
Automobiles	21	756	29	6	812		5	6	39	50		48	1098	32	19	1197		12	2	69	83		12	2	69	83	2142
% Automobiles	100	97.2	96.7	85.7	97.1		100	100	97.5	98.0		96.0	97.9	97.0	100	97.9		66.7	100	95.8	90.2		66.7	100	95.8	90.2	97.3
Commercial	0	22	1	1	24		0	0	1	1		2	23	1	0	26		6	0	3	9		6	0	3	9	60
% Commercial	0	2.8	3.3	14.3	2.9		0	0	2.5	2.0		4.0	2.1	3.0	0	2.1		33.3	0	4.2	9.8		33.3	0	4.2	9.8	2.7

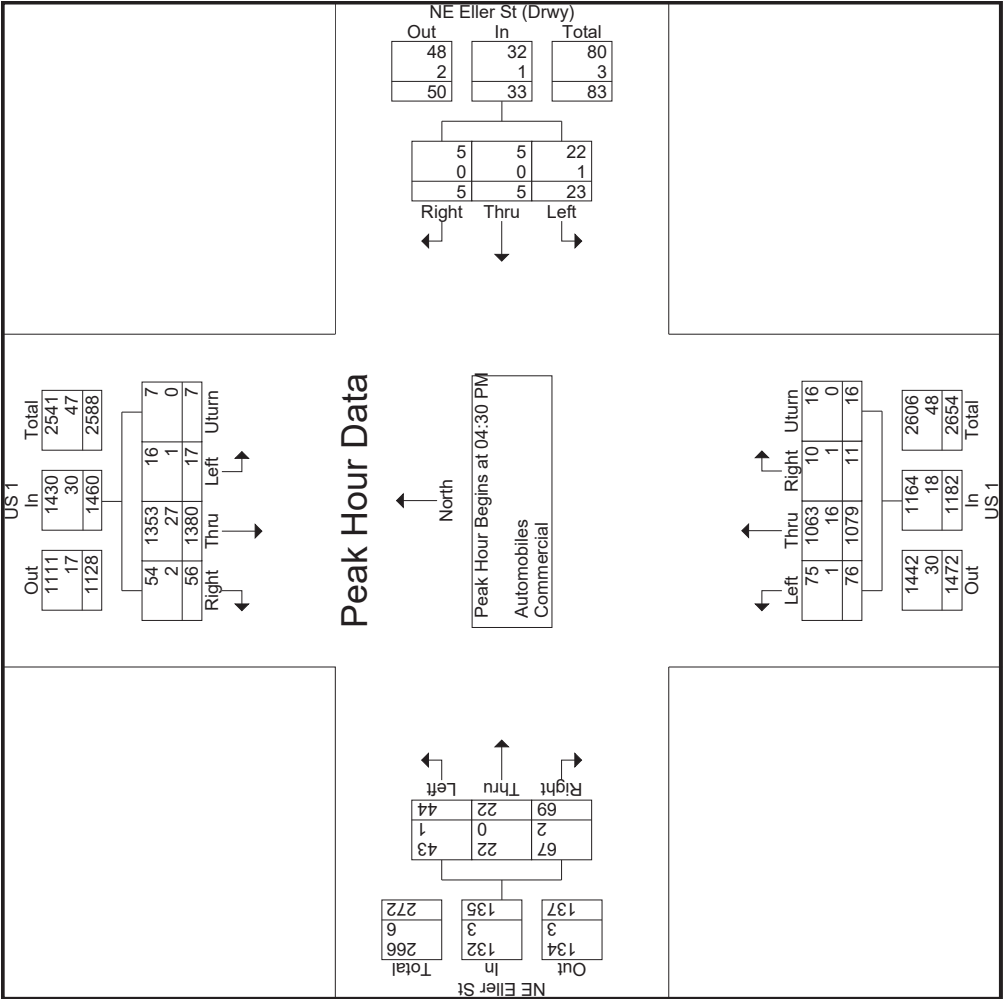


DE TRAFFIC

detraffic.com
(386) 341-4186
US 1 at NE Eller St
Broward County, FL

File Name : US 1 at NE Eller
Site Code : 00000021
Start Date : 5/4/2022
Page No : 4

	US 1 Southbound						NE Eller St (Drwy) Westbound						US 1 Northbound						NE Eller St Eastbound					
Start Time	Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	App. Total		Left	Thru	Right	Uturn	App. Total		Left	Thru	Right	Uturn	App. Total		Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																								
Peak Hour for Entire Intersection Begins at 04:30 PM																								
04:30 PM	2	348	9	3	362		6	1	2	9		19	237	2	4	262		16	6	12		34		667
04:45 PM	5	338	14	0	357		5	2	1	8		21	271	2	5	299		10	4	16		30		694
05:00 PM	5	359	17	4	385		8	0	0	8		17	291	3	4	315		9	8	22		39		747
05:15 PM	5	335	16	0	356		4	2	2	8		19	280	4	3	306		9	4	19		32		702
Total Volume	17	1380	56	7	1460		23	5	5	33		76	1079	11	16	1182		44	22	69		135		2810
% App. Total	1.2	94.5	3.8	0.5			69.7	15.2	15.2			6.4	91.3	0.9	1.4			32.6	16.3	51.1				
PHF	.850	.961	.824	.438	.948		.719	.625	.625	.917		.905	.927	.688	.800	.938		.688	.688	.784		.865		.940
Automobiles	16	1353	54	7	1430		22	5	5	32		75	1063	10	16	1164		43	22	67		132		2758
% Automobiles	94.1	98.0	96.4	100	97.9		95.7	100	100	97.0		98.7	98.5	90.9	100	98.5		97.7	100	97.1		97.8		98.1
Commercial	1	27	2	0	30		1	0	0	1		1	16	1	0	18		1	0	2		3		52
% Commercial	5.9	2.0	3.6	0	2.1		4.3	0	0	3.0		1.3	1.5	9.1	0	1.5		2.3	0	2.9		2.2		1.9



DE TRAFFIC

detraffic.com
(386) 341-4186
US 1 at NE Eller St
Broward County, FL

File Name : US 1 at NE Eller
Site Code : 00000021
Start Date : 5/4/2022
Page No : 6

Groups Printed- Automobiles

	US 1 Southbound										NE Eller St (Drwy) Westbound										US 1 Northbound										NE Eller St Eastbound									
Start Time	Left	Thru	Right	Uturn	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total														
07:00 AM	3	134	6	0	143	1	0	8	0	9	9	198	3	0	210	3	0	11	0	14	376																			
07:15 AM	4	153	16	0	173	0	2	11	0	13	23	225	4	2	254	4	2	19	0	25	465																			
07:30 AM	6	162	6	1	175	2	1	16	0	19	11	267	5	0	283	5	0	15	0	20	497																			
07:45 AM	4	189	4	0	197	1	2	8	0	11	10	276	8	4	298	4	0	14	0	18	524																			
Total	17	638	32	1	688	4	5	43	0	52	53	966	20	6	1045	16	2	59	0	77	1862																			
08:00 AM	8	205	10	2	225	2	0	13	0	15	14	283	9	5	311	2	0	24	0	26	577																			
08:15 AM	4	187	11	1	203	0	2	10	0	12	13	276	8	4	301	4	2	15	0	21	537																			
08:30 AM	5	175	4	3	187	2	2	8	0	12	11	263	7	6	287	2	0	16	0	18	504																			
08:45 AM	4	162	9	2	177	1	3	9	0	13	6	301	10	3	320	3	1	11	0	15	525																			
Total	21	729	34	8	792	5	7	40	0	52	44	1123	34	18	1219	11	3	66	0	80	2143																			
04:00 PM	4	314	11	0	329	9	0	2	0	11	31	225	5	4	265	5	2	15	0	22	627																			
04:15 PM	2	335	11	4	352	2	2	0	0	4	20	205	5	3	233	10	4	14	0	28	617																			
04:30 PM	2	342	9	3	356	6	1	2	0	9	19	234	2	4	259	16	6	11	0	33	657																			
04:45 PM	4	334	14	0	352	4	2	1	0	7	21	267	1	5	294	10	4	16	0	30	683																			
Total	12	1325	45	7	1389	21	5	5	0	31	91	931	13	16	1051	41	16	56	0	113	2584																			
05:00 PM	5	351	16	4	376	8	0	0	0	8	17	286	3	4	310	8	8	22	0	38	732																			
05:15 PM	5	326	15	0	346	4	2	2	0	8	18	276	4	3	301	9	4	18	0	31	686																			
05:30 PM	4	306	11	5	326	5	2	1	0	8	19	243	5	5	272	13	5	12	0	30	636																			
05:45 PM	6	311	16	4	337	7	3	0	0	10	13	226	2	4	245	6	6	10	0	22	614																			
Total	20	1294	58	13	1385	24	7	3	0	34	67	1031	14	16	1128	36	23	62	0	121	2668																			
Grand Total	70	3986	169	29	4254	54	24	91	0	169	255	4051	81	56	4443	104	44	243	0	391	9257																			
Approch %	1.6	93.7	4	0.7		32	14.2	53.8	0		5.7	91.2	1.8	1.3		26.6	11.3	62.1	0																					
Total %	0.8	43.1	1.8	0.3	46	0.6	0.3	1	0	1.8	2.8	43.8	0.9	0.6	48	1.1	0.5	2.6	0	4.2																				

DE TRAFFIC

detraffic.com
(386) 341-4186
US 1 at NE Eller St
Broward County, FL

File Name : US 1 at NE Eller
Site Code : 00000021
Start Date : 5/4/2022
Page No : 7

Groups Printed- Commercial

	US 1 Southbound										NE Eller St (Drwy) Westbound					US 1 Northbound					NE Eller St Eastbound				
	Left	Thru	Right	Uturn	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total				
Start Time																									
07:00 AM	0	6	0	0	6	0	0	0	0	0	0	3	0	0	0	3	0	0	0	0	0	9			
07:15 AM	0	4	1	0	5	0	0	1	0	1	0	4	0	0	0	4	1	0	0	0	1	11			
07:30 AM	1	8	0	0	9	1	0	0	0	1	0	5	0	0	0	5	0	0	1	0	1	16			
07:45 AM	0	4	0	0	4	0	0	0	0	0	0	8	0	0	0	8	1	0	0	0	1	13			
Total	1	22	1	0	24	1	0	1	0	2	0	20	0	0	0	20	2	0	1	0	3	49			
08:00 AM	0	6	0	0	6	0	0	0	0	0	1	4	0	0	0	5	2	0	2	0	4	15			
08:15 AM	0	8	0	1	9	0	0	0	0	0	0	5	1	0	0	6	0	0	0	0	0	15			
08:30 AM	0	4	1	0	5	0	0	1	0	1	1	6	0	0	0	7	3	0	1	0	4	17			
08:45 AM	1	6	0	0	7	0	0	0	0	0	0	4	0	0	0	4	0	0	0	0	0	11			
Total	1	24	1	1	27	0	0	1	0	1	2	19	1	0	0	22	5	0	3	0	8	58			
04:00 PM	0	6	0	0	6	0	0	0	0	0	1	4	0	0	0	5	0	0	2	0	2	13			
04:15 PM	0	4	0	0	4	0	0	0	0	0	1	2	0	0	0	3	0	0	0	0	0	7			
04:30 PM	0	6	0	0	6	0	0	0	0	0	0	3	0	0	0	3	0	0	1	0	1	10			
04:45 PM	1	4	0	0	5	1	0	0	0	1	0	4	1	0	0	5	0	0	0	0	0	11			
Total	1	20	0	0	21	1	0	0	0	1	2	13	1	0	0	16	0	0	3	0	3	41			
05:00 PM	0	8	1	0	9	0	0	0	0	0	0	5	0	0	0	5	1	0	0	0	1	15			
05:15 PM	0	9	1	0	10	0	0	0	0	0	1	4	0	0	0	5	0	0	1	0	1	16			
05:30 PM	0	8	0	0	8	1	0	1	0	2	0	8	0	0	0	8	0	0	0	0	0	18			
05:45 PM	0	7	0	0	7	0	0	0	0	0	0	4	0	0	0	4	0	0	0	0	0	11			
Total	0	32	2	0	34	1	0	1	0	2	1	21	0	0	0	22	1	0	1	0	2	60			
Grand Total	3	98	4	1	106	3	0	3	0	6	5	73	2	0	0	80	8	0	8	0	16	208			
Approch %	2.8	92.5	3.8	0.9		50	0	50	0		6.2	91.2	2.5	0		50	0	50	0						
Total %	1.4	47.1	1.9	0.5	51	1.4	0	1.4	0	2.9	2.4	35.1	1	0	0	38.5	3.8	0	3.8	0	7.7				

DE TRAFFIC

detraffic.com
(386) 341-4186
US 1 at NE Eller St
Broward County, FL

File Name : US 1 at NE Eller
Site Code : 00000021
Start Date : 5/4/2022
Page No : 8

Groups Printed- Peds

	US 1 Southbound						NE Eller St (Drwy) Westbound						US 1 Northbound						NE Eller St Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total			
07:15 AM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	4		
07:45 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2	2	4		
Total	0	0	0	4	4	0	0	0	0	0	0	0	0	0	2	2	0	0	0	2	2	8		
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1		
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1		
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	3		
04:30 PM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3		
04:45 PM	0	0	0	4	4	0	0	0	0	0	0	0	0	0	2	2	0	0	0	1	1	7		
Total	0	0	0	7	7	0	0	0	0	0	0	0	0	0	5	5	0	0	0	1	1	13		
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	2	2	5		
05:15 PM	0	0	0	2	2	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	3		
05:30 PM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	7		
Total	0	0	0	5	5	0	0	0	1	1	0	0	0	0	7	7	0	0	0	2	2	15		
Grand Total	0	0	0	16	16	0	0	0	1	1	0	0	0	0	15	15	0	0	0	5	5	37		
Approch %	0	0	0	100		0	0	0	100		0	0	0	0	100		0	0	0	100				
Total %	0	0	0	43.2	43.2	0	0	0	2.7	2.7	0	0	0	0	40.5	40.5	0	0	0	13.5	13.5			

DE TRAFFIC

detraffic.com
(386) 341-4186
Alleyway at NE Eller St
Broward County, FL

File Name : alleyway at ne elli
Site Code : 000000003
Start Date : 5/4/2022
Page No : 1

Groups Printed- Automobiles - Commercial																															
Closed Business Drwy Southbound								NE Eller St Westbound								Alleyway Northbound								NE Eller St Eastbound							
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total										
07:00 AM	0	0	0	0	0	14	0	14	0	0	0	0	0	0	11	0	11	0	11	0	11	25									
07:15 AM	0	0	0	0	1	39	0	40	0	0	1	1	1	0	23	0	23	0	23	0	23	64									
07:30 AM	0	0	0	0	0	19	0	19	0	0	0	2	2	0	17	1	18	0	17	1	18	39									
07:45 AM	0	0	1	1	2	12	0	14	1	0	0	1	1	0	18	4	22	0	18	4	22	38									
Total	0	0	1	1	3	84	0	87	1	0	3	4	0	0	69	5	74	0	69	5	74	166									
08:00 AM	0	0	0	0	1	23	0	24	0	0	4	4	0	0	26	2	28	0	26	2	28	56									
08:15 AM	0	0	0	0	0	23	0	23	0	0	3	3	0	0	28	0	28	0	28	0	28	54									
08:30 AM	0	0	0	0	0	14	0	14	0	0	1	1	0	0	17	3	20	0	17	3	20	35									
08:45 AM	0	0	0	0	0	15	0	15	0	0	2	2	0	0	13	1	14	0	13	1	14	31									
Total	0	0	0	0	1	75	0	76	0	0	10	10	0	0	84	6	90	0	84	6	90	176									
04:00 PM	0	0	0	0	0	38	0	38	0	0	0	0	0	0	20	0	20	0	20	0	20	58									
04:15 PM	0	0	0	0	0	32	0	32	0	0	1	1	1	0	23	2	25	0	23	2	25	58									
04:30 PM	0	0	0	0	0	28	0	28	0	0	0	0	0	0	28	2	30	0	28	2	30	58									
04:45 PM	0	0	0	0	0	32	0	32	1	0	2	3	0	0	28	0	28	0	28	0	28	63									
Total	0	0	0	0	0	130	0	130	1	0	3	4	0	0	99	4	103	0	99	4	103	237									
05:00 PM	1	0	0	1	2	28	0	30	0	0	3	3	0	0	32	1	33	0	32	1	33	67									
05:15 PM	0	0	0	0	0	32	0	32	1	0	4	5	0	0	28	2	30	0	28	2	30	67									
05:30 PM	0	0	0	0	1	29	0	30	0	0	2	2	0	0	25	3	28	0	25	3	28	60									
05:45 PM	0	0	0	0	0	26	0	26	0	0	0	0	0	0	19	0	19	0	19	0	19	45									
Total	1	0	0	1	3	115	0	118	1	0	9	10	0	0	104	6	110	0	104	6	110	239									
Grand Total	1	0	1	2	7	404	0	411	3	0	25	28	0	0	356	21	377	0	356	21	377	818									
Approch %	50	0	50		1.7	98.3	0		10.7	0	89.3		0	94.4	5.6			0	94.4	5.6											
Total %	0.1	0	0.1	0.2	0.9	49.4	0	50.2	0.4	0	3.1	3.4	0	0	43.5	2.6	46.1	0	43.5	2.6	46.1										
Automobiles	1	0	1	2	7	397	0	404	3	0	24	27	0	0	344	21	365	0	344	21	365	798									
% Automobiles	100	0	100	100	100	98.3	0	98.3	100	0	96	96.4	0	0	96.6	100	96.8	0	96.6	100	96.8	97.6									
Commercial	0	0	0	0	0	7	0	7	0	0	1	1	0	0	12	0	12	0	12	0	12	20									
% Commercial	0	0	0	0	0	1.7	0	1.7	0	0	4	3.6	0	0	3.4	0	3.2	0	3.4	0	3.2	2.4									

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(386) 341-4186

(386) 341-4186

Alleyway at NE Eller St

Broward County, FL

File Name : alleyway at ne eller
Site Code : 00000003
Start Date : 5/4/2022
Page No : 2

Page 276 of 1112

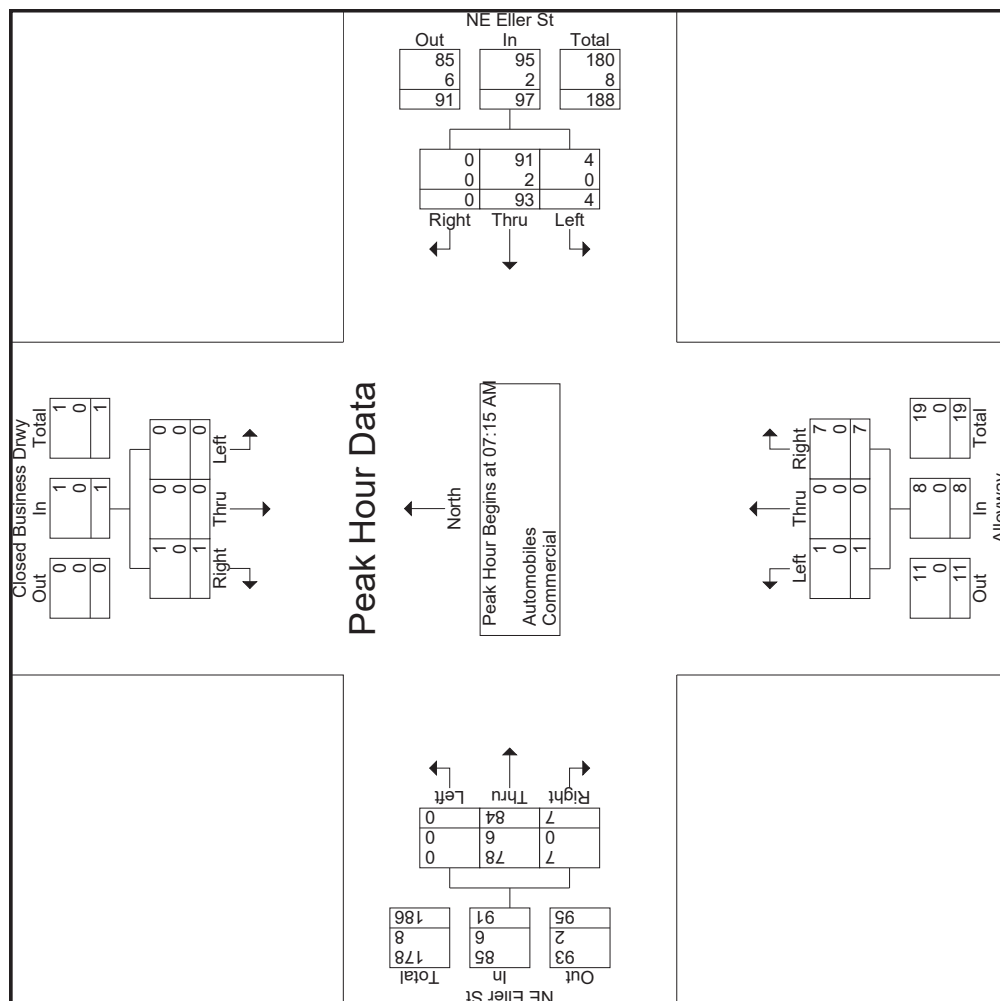
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(386) 341-4186

Alleyway at NE Eller St

Broward County, FL

File Name : alleyway at ne eller
Site Code : 00000003
Start Date : 5/4/2022
Page No : 3



DE TRAFFIC

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(386) 341-4186
Alleyway at NE Eller St
Broward County, FL

File Name : alleyway at ne eller
Site Code : 00000003
Start Date : 5/4/2022
Page No : 4

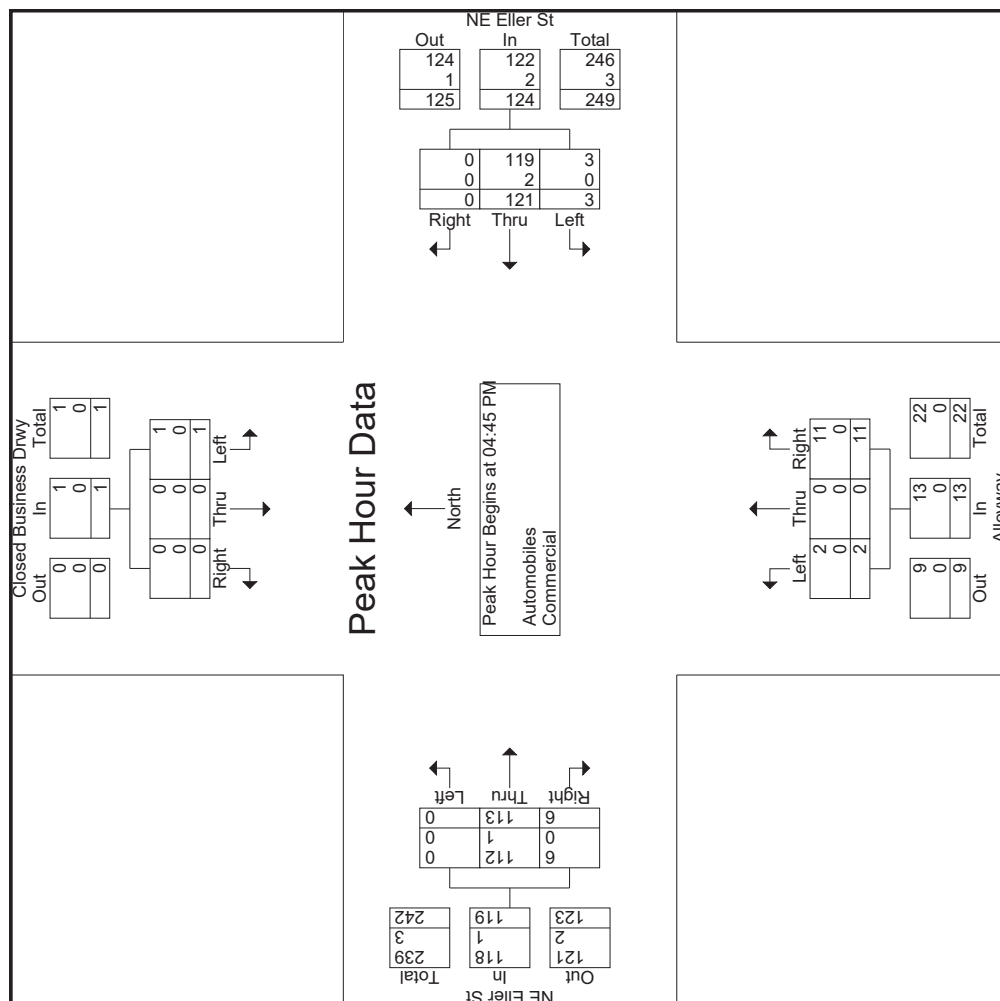
Start Time	Closed Business Drwy Southbound					NE Eller St Westbound			Alleyway Northbound			NE Eller St Eastbound		
	Left	Thru	Right	App. Total		Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1														
Peak Hour for Entire Intersection Begins at 04:45 PM														
04:45 PM	0	0	0	0		0	32	0	32	1	0	2	3	63
05:00 PM	1	0	0	1		2	28	0	30	0	0	32	1	67
05:15 PM	0	0	0	0		0	32	0	32	1	0	28	2	67
05:30 PM	0	0	0	0		1	29	0	30	0	0	25	3	60
Total Volume	1	0	0	1		3	121	0	124	2	0	113	6	257
% App. Total	100	0	0			2.4	97.6	0		15.4	0	95	5	
PHF	.250	.000	.000	.250		.375	.945	.000	.969	.500	.000	.883	.500	.959
Automobiles	1	0	0	1		3	119	0	122	2	0	112	6	254
% Automobiles	100	0	0	100		100	98.3	0	98.4	100	0	99.1	100	98.8
Commercial	0	0	0	0		0	2	0	2	0	0	1	0	3
% Commercial	0	0	0	0		0	1.7	0	1.6	0	0	0.9	0	1.2

(386) 341-4186

Alleyway at NE Eller St

Broward County, FL

File Name : alleyway at ne eller
Site Code : 00000003
Start Date : 5/4/2022
Page No : 5



DE TRAFFIC

detraffic.com
(386) 341-4186
Alleyway at NE Eller St
Broward County, FL

File Name : alleyway at ne Eller
Site Code : 000000003
Start Date : 5/4/2022
Page No : 6

Groups Printed- Automobiles																														
Closed Business Drwy Southbound								NE Eller St Westbound								Alleyway Northbound								NE Eller St Eastbound						
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total									
07:00 AM	0	0	0	0	0	0	14	0	0	14	0	0	0	0	0	0	0	11	0	0	11	25								
07:15 AM	0	0	0	0	0	1	38	0	0	39	0	0	1	0	1	0	22	0	0	22	62									
07:30 AM	0	0	0	0	0	0	19	0	0	19	0	0	2	0	2	0	17	1	0	18	39									
07:45 AM	0	0	1	0	1	2	12	0	0	14	1	0	0	0	1	0	16	4	0	20	36									
Total	0	0	1	0	1	3	83	0	0	86	1	0	3	0	4	0	66	5	0	71	162									
08:00 AM	0	0	0	0	0	1	22	0	0	23	0	0	4	0	4	0	23	2	0	25	52									
08:15 AM	0	0	0	0	0	0	23	0	0	23	0	0	3	0	3	0	28	0	0	28	54									
08:30 AM	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	0	14	3	0	17	30									
08:45 AM	0	0	0	0	0	0	15	0	0	15	0	0	2	0	2	0	13	1	0	14	31									
Total	0	0	0	0	0	1	73	0	0	74	0	0	9	0	9	0	78	6	0	84	167									
04:00 PM	0	0	0	0	0	0	37	0	0	37	0	0	0	0	0	0	19	0	0	19	56									
04:15 PM	0	0	0	0	0	0	32	0	0	32	0	0	1	0	1	0	23	2	0	25	58									
04:30 PM	0	0	0	0	0	0	27	0	0	27	0	0	0	0	0	0	27	2	0	29	56									
04:45 PM	0	0	0	0	0	0	32	0	0	32	1	0	2	0	3	0	28	0	0	28	63									
Total	0	0	0	0	0	0	128	0	0	128	1	0	3	0	4	0	97	4	0	101	233									
05:00 PM	1	0	0	0	1	2	27	0	0	29	0	0	3	0	3	0	32	1	0	33	66									
05:15 PM	0	0	0	0	0	0	31	0	0	31	1	0	4	0	5	0	27	2	0	29	65									
05:30 PM	0	0	0	0	0	1	29	0	0	30	0	0	2	0	2	0	25	3	0	28	60									
05:45 PM	0	0	0	0	0	0	26	0	0	26	0	0	0	0	0	0	19	0	0	19	45									
Total	1	0	0	0	1	3	113	0	0	116	1	0	9	0	10	0	103	6	0	109	236									
Grand Total	1	0	1	0	2	7	397	0	0	404	3	0	24	0	27	0	344	21	0	365	798									
Approch %	50	0	50	0	0	1.7	98.3	0	0	50.6	11.1	0	88.9	0	3.4	0	94.2	5.8	0	45.7	798									
Total %	0.1	0	0.1	0	0.3	0.9	49.7	0	0	50.6	0.4	0	3	0	3.4	0	43.1	2.6	0	45.7	798									

DE TRAFFIC

detraffic.com
(386) 341-4186
Alleyway at NE Eller St
Broward County, FL

File Name : alleyway at ne eller
Site Code : 000000003
Start Date : 5/4/2022
Page No : 7

Groups Printed - Commercial

	Closed Business Drwy Southbound						NE Eller St Westbound						Alleyway Northbound						NE Eller St Eastbound						
Start Time	Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total	Int. Total	
07:15 AM	0	0	0	0	0		0	1	0	0	1		0	0	0	0	0	0		0	1	0	0	1	2
07:45 AM	0	0	0	0	0		0	0	0	0	0		0	0	0	0	0	0		0	2	0	0	2	2
Total	0	0	0	0	0		0	1	0	0	1		0	0	0	0	0	0		0	3	0	0	3	4
08:00 AM	0	0	0	0	0		0	1	0	0	1		0	0	0	0	0	0		0	3	0	0	3	4
08:30 AM	0	0	0	0	0		0	1	0	0	1		0	0	1	0	1	0		0	3	0	0	3	5
Total	0	0	0	0	0		0	2	0	0	2		0	0	1	0	1	0		0	6	0	0	6	9
04:00 PM	0	0	0	0	0		0	1	0	0	1		0	0	0	0	0	0		0	1	0	0	1	2
04:30 PM	0	0	0	0	0		0	1	0	0	1		0	0	0	0	0	0		0	1	0	0	1	2
Total	0	0	0	0	0		0	2	0	0	2		0	0	0	0	0	0		0	2	0	0	2	4
05:00 PM	0	0	0	0	0		0	1	0	0	1		0	0	0	0	0	0		0	0	0	0	0	1
05:15 PM	0	0	0	0	0		0	1	0	0	1		0	0	0	0	0	0		0	1	0	0	1	2
Total	0	0	0	0	0		0	2	0	0	2		0	0	0	0	0	0		0	1	0	0	1	3
Grand Total	0	0	0	0	0		0	7	0	0	7		0	0	1	0	1	0		0	12	0	0	12	20
Approch %	0	0	0	0	0		0	100	0	0	35		0	0	100	0	5	0		0	100	0	0	60	
Total %	0	0	0	0	0		0	35	0	0	35		0	0	5	0	5	0		0	60	0	0	60	

DE TRAFFIC

detraffic.com
(386) 341-4186
Alleyway at NE Eller St
Broward County, FL

File Name : alleyway at ne Eller
Site Code : 000000003
Start Date : 5/4/2022
Page No : 8

Groups Printed- Peds

	Closed Business Drwy Southbound						NE Eller St Westbound						Alleyway Northbound						NE Eller St Eastbound						
Start Time	Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total		Left	Thru	Right	Peds	App. Total	Int. Total	
07:15 AM	0	0	0	0	0		0	0	0	1	1		0	0	0	0	0	0		0	0	0	0	0	1
07:30 AM	0	0	0	0	0		0	0	0	3	3		0	0	0	0	0	0		0	0	0	0	0	3
07:45 AM	0	0	0	0	0		0	0	0	0	0		0	0	0	0	0	0		0	0	0	1	1	1
Total	0	0	0	0	0		0	0	0	4	4		0	0	0	0	0	0		0	0	0	1	1	5
08:00 AM	0	0	0	0	0		0	0	0	1	1		0	0	0	0	0	0		0	0	0	0	0	1
Total	0	0	0	0	0		0	0	0	1	1		0	0	0	0	0	0		0	0	0	0	0	1
05:00 PM	0	0	0	0	0		0	0	0	2	2		0	0	0	0	0	0		0	0	0	0	0	2
05:15 PM	0	0	0	0	0		0	0	0	1	1		0	0	0	0	0	0		0	0	0	1	1	2
Total	0	0	0	0	0		0	0	0	3	3		0	0	0	0	0	0		0	0	0	1	1	4
Grand Total	0	0	0	0	0		0	0	0	8	8		0	0	0	0	0	0		0	0	0	2	2	10
Approch %	0	0	0	0	0		0	0	0	100			0	0	0	0	0	0		0	0	0	100		
Total %	0	0	0	0	0		0	0	0	80	80		0	0	0	0	0	0		0	0	0	20	20	



NB Approach



SB Approach



EB Approach



WB Approach



US 1
at Hillsboro Blvd

www.de-traffic.com

299 McGregor Rd. DeLand Fl. 32720

Broward County

Project
Number: B22-07

Sheet
Number: 1



NB Approach



SB Approach



EB Approach



WB Approach



US 1
at NE Eller St

Broward County

www.de-traffic.com

299 McGregor Rd. DeLand Fl. 32720

Project

Number: B22-07

Sheet

Number: 2



NB Approach



SB Approach



EB Approach



WB Approach



Alleyway
at NE Eller St

www.de-traffic.com

299 McGregor Rd. DeLand Fl. 32720

Broward County

Project
Number: B22-07

Sheet
Number: 3

PEAK HOUR DETERMINATION

PEAK HOUR DETERMINATION

Project:

CFA Deerfield Beach, FL

Title:

Peak Hour Determination (AM)

Calculated By:

RM

Date:

5/5/2022

Checked By:

DJ

Bowman

CONSULTING

Major Rd	S Federal Hwy E Hillsboro Blvd	S Federal Highway NE Eller St	NE Eller St Alley	15-Min Total	60-Minute TOTAL
Minor Rd					
7:00 AM	841	385	25	1251	6142
7:15 AM	985	476	64	1525	6735
7:30 AM	1108	513	39	1660	6911
7:45 AM	1131	537	38	1706	6886
8:00 AM	1196	592	56	1844	6709
8:15 AM	1095	552	54	1701	
8:30 AM	1079	521	35	1635	
8:45 AM	962	536	31	1529	
TOTAL	8397	4112	342	12851	

Peak Hour:

7:30 AM - 8:30 AM

PEAK HOUR DETERMINATION



Project: CFA Deerfield Beach, FL

Title: Peak Hour Determination (PM)

Calculated By: RM **Checked By:** DJ

Date: 5/5/2022

Major Rd	S Federal Hwy E Hillsboro Blvd	S Federal Highway NE Eller St	NE Eller St Alley	15-Min Total	60-Minute TOTAL
Minor Rd					
4:00 PM	1281	640	58	1979	7963
4:15 PM	1233	624	58	1915	8110
4:30 PM	1308	667	58	2033	8196
4:45 PM	1279	694	63	2036	8034
5:00 PM	1312	747	67	2126	7712
5:15 PM	1232	702	67	2001	
5:30 PM	1157	654	60	1871	
5:45 PM	1044	625	45	1714	
TOTAL	9846	5353	476	15675	

Peak Hour:

4:30 PM - 5:30 PM

EXISTING CHICK-FIL-A VOLUMES

EXISTING CHICK-FIL-A
(3648 W Hillsboro Blvd, Deerfield Beach, FL)

Start Time	In	Out	Drive Thru Out
7:00:00 AM	2	1	2
7:05:00 AM	10	4	6
7:10:00 AM	9	1	8
7:15:00 AM	11	5	6
7:20:00 AM	13	4	7
7:25:00 AM	9	2	6
7:30:00 AM	8	1	5
7:35:00 AM	9	2	4
7:40:00 AM	8	0	8
7:45:00 AM	13	6	7
7:50:00 AM	11	4	6
7:55:00 AM	12	5	6
8:00:00 AM	10	1	8
8:05:00 AM	12	3	7
8:10:00 AM	8	1	8
8:15:00 AM	9	0	6
8:20:00 AM	8	2	10
8:25:00 AM	7	2	6
8:30:00 AM	9	1	4
8:35:00 AM	8	6	2
8:40:00 AM	7	5	9
8:45:00 AM	13	4	5
8:50:00 AM	8	2	4
8:55:00 AM	7	4	2
12:00:00 PM	13	4	6
12:05:00 PM	8	8	4
12:10:00 PM	15	6	7
12:15:00 PM	16	12	4
12:20:00 PM	17	8	5
12:25:00 PM	16	7	8
12:30:00 PM	11	6	8
12:35:00 PM	16	8	9
12:40:00 PM	18	6	8
12:45:00 PM	13	8	11
12:50:00 PM	17	0	15
12:55:00 PM	11	1	13
1:00:00 PM	8	0	10
1:05:00 PM	10	0	10
1:10:00 PM	6	3	6
1:15:00 PM	8	1	8
1:20:00 PM	7	2	7
1:25:00 PM	8	1	8
1:30:00 PM	9	2	7
1:35:00 PM	7	1	9
1:40:00 PM	8	0	8
1:45:00 PM	12	1	7
1:50:00 PM	8	0	8
1:55:00 PM	9	1	7
4:00:00 PM	13	0	13
4:05:00 PM	6	1	7
4:10:00 PM	8	5	6
4:15:00 PM	7	4	2
4:20:00 PM	8	2	5
4:25:00 PM	7	0	8
4:30:00 PM	8	1	11
4:35:00 PM	6	2	6
4:40:00 PM	8	5	3
4:45:00 PM	14	10	4
4:50:00 PM	10	3	6
4:55:00 PM	8	0	12
5:00:00 PM	6	2	2
5:05:00 PM	12	5	6
5:10:00 PM	6	0	6
5:15:00 PM	11	5	8
5:20:00 PM	5	1	4
5:25:00 PM	7	0	9
5:30:00 PM	8	3	5
5:35:00 PM	10	5	5
5:40:00 PM	6	1	6
5:45:00 PM	4	0	3
5:50:00 PM	4	0	2
5:55:00 PM	5	1	2

CFA Trip Generation Calculations and Data Summary

Location: Existing Site: 3648 W Hillsboro Blvd, Deerfield Beach, FL - Proposed Site: 101 N. Federal Hwy, Deerfield Beach, FL
Calcs By: RM
Checked by: DJ

TIME	Existing CFA Data		Hourly Total	Hourly Total Out	Hourly Total
	In	Out	In	Total Out	
Morning Peak Hour					
7:00 AM	21	22	115	106	221
7:15 AM	33	30	124	112	236
7:30 AM	25	20	115	108	223
7:45 AM	36	34	114	115	229
8:00 AM	30	28	106	102	208
8:15 AM	24	26			
8:30 AM	24	27			
8:45 AM	28	21			
Evening Peak Hour					
4:00 PM	27	32	103	116	219
4:15 PM	22	21	100	105	205
4:30 PM	22	28	101	111	212
4:45 PM	32	35	103	108	211
5:00 PM	24	21	84	81	165
5:15 PM	23	27			
5:30 PM	24	25			
5:45 PM	13	8			

Morning Peak Hour
7:15 am - 8:15 am
Total trips: 236

Evening Peak Hour
4:00 pm - 5:00 pm
Total trips: 219

Proposed Site Trip Generation Summary

Land Use ⁽¹⁾	LU Code ⁽¹⁾	Time period	Trips ⁽²⁾		Pass-By Trips ⁽³⁾		Primary Trips		
			In	Out	In	Out	In	Out	
Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	935	AM ^{(2)/(3)}	99	90	50	45	49	45	
		PM ^{(2)/(3)}	82	93	45	51	37	42	
		Weekday ^{(4)/(5)}	1238	1238	650	650	588	588	
						1300			1176

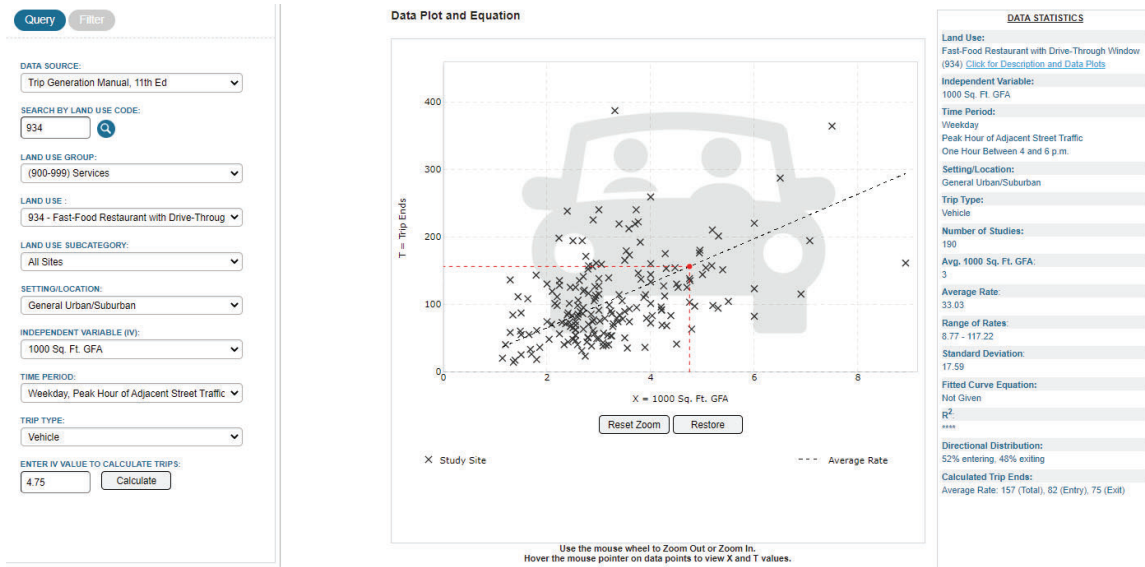
(1) Based on the Institute of Transportation Engineers Trip Generation, 11th Edition
(2) Site Trips based on 80% of Existing CFA at 3648 W Hillsboro Blvd, Deerfield Beach, FL
(3) 50% AM and 55% PM Pass-By Rates as per the ITE Trip Generation Manual 11th Ed, Appendices.
(4) Weekday trips base on ITE weekday rates multiplied by 1.115 factor (Max Ratio [Collected CFA trips/ITE trips]).
(5) 52.5% Weekday Pass-by Rates calculated as average between the AM and PM peak hour pass-by rates.

Evening Peak Hour Trip Generation

Existing Development (Data Collection): 219 Trips

Proposed Development (80% of Existing Dev.): 175 Trips

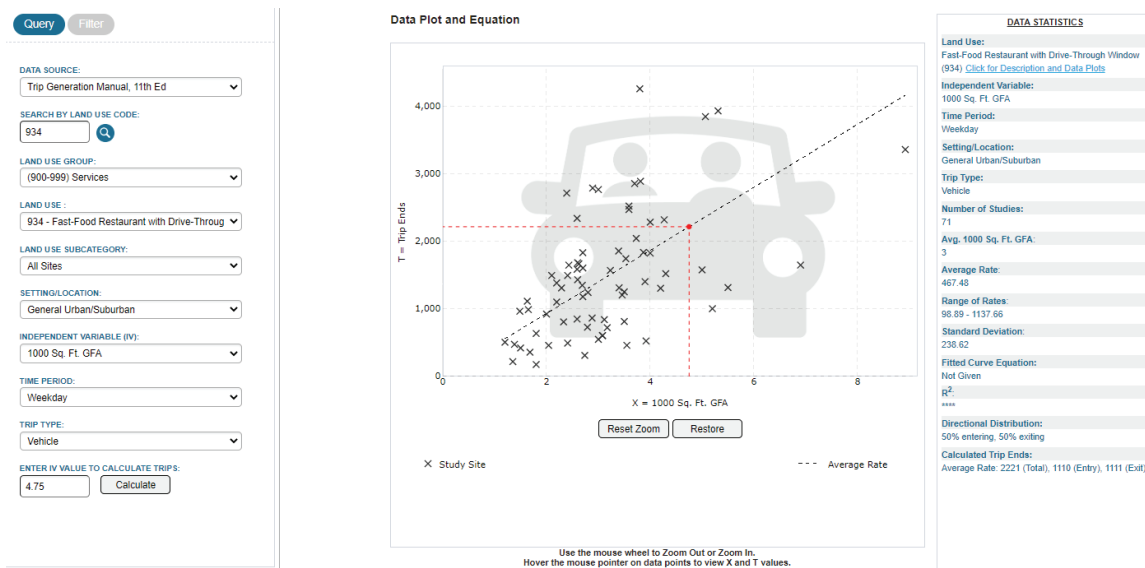
ITE for Existing Development: 157 Trips



$$\text{Ratio} = \frac{\text{Proposed Development Trips}}{\text{ITE Existing Development Trips}} = \frac{175}{157} = 1.11465$$

Average Weekday Trip Generation

ITE for Existing Development: 2221 Trips



$$\text{Proposed Development} = 2221 \text{ Trips} * 1.11465 = 2476 \text{ Trips, 1238 In, 1238 Out}$$

EXISTING CHICK-FIL-A QUEUE LENGTH

Drive Thru Queue Study

Location: Chick-fil-A, 3648 W Hillsboro Blvd

Day: Wednesday

City: Deerfield Beach, FL

Date: 5/11/2022

Time	Queue Length (Number of Vehicles) per interval in 3 instances			
	From Pick Up Window to End of Queue			
	1st Time	2nd Time	3rd Time	Max Queue Received
12:00 PM	12	12	13	13
12:05 PM	23	24	24	24
12:10 PM	34	30	31	34
12:15 PM	33	35	35	35
12:20 PM	23	24	25	25
12:25 PM	22	21	22	22
12:30 PM	22	19	20	22
12:35 PM	21	21	20	21
12:40 PM	22	23	22	23
12:45 PM	15	16	16	16
12:50 PM	16	17	18	18
12:55 PM	20	21	23	23
1:00 PM	15	14	15	15
1:05 PM	24	25	29	29
1:10 PM	15	15	14	15
1:15 PM	26	32	27	32
1:20 PM	26	26	26	26
1:25 PM	22	21	24	24
1:30 PM	21	23	21	23
1:35 PM	22	23	21	23
1:40 PM	23	25	26	26
1:45 PM	22	19	20	22
1:50 PM	9	10	11	11
1:55 PM	12	11	13	13
2:00 PM	9	10	10	10
Average	21	21	22	22

APPENDIX D

2019 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 8601 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.97 PSCF
1	01/01/2019 - 01/05/2019	1.00	1.03
2	01/06/2019 - 01/12/2019	1.00	1.03
3	01/13/2019 - 01/19/2019	1.01	1.04
4	01/20/2019 - 01/26/2019	1.00	1.03
5	01/27/2019 - 02/02/2019	0.99	1.02
* 6	02/03/2019 - 02/09/2019	0.98	1.01
* 7	02/10/2019 - 02/16/2019	0.97	1.00
* 8	02/17/2019 - 02/23/2019	0.97	1.00
* 9	02/24/2019 - 03/02/2019	0.97	1.00
*10	03/03/2019 - 03/09/2019	0.96	0.99
*11	03/10/2019 - 03/16/2019	0.96	0.99
*12	03/17/2019 - 03/23/2019	0.97	1.00
*13	03/24/2019 - 03/30/2019	0.97	1.00
*14	03/31/2019 - 04/06/2019	0.97	1.00
*15	04/07/2019 - 04/13/2019	0.98	1.01
*16	04/14/2019 - 04/20/2019	0.98	1.01
*17	04/21/2019 - 04/27/2019	0.99	1.02
*18	04/28/2019 - 05/04/2019	0.99	1.02
19	05/05/2019 - 05/11/2019	1.00	1.03
20	05/12/2019 - 05/18/2019	1.00	1.03
21	05/19/2019 - 05/25/2019	1.01	1.04
22	05/26/2019 - 06/01/2019	1.01	1.04
23	06/02/2019 - 06/08/2019	1.01	1.04
24	06/09/2019 - 06/15/2019	1.02	1.05
25	06/16/2019 - 06/22/2019	1.02	1.05
26	06/23/2019 - 06/29/2019	1.02	1.05
27	06/30/2019 - 07/06/2019	1.03	1.06
28	07/07/2019 - 07/13/2019	1.03	1.06
29	07/14/2019 - 07/20/2019	1.04	1.07
30	07/21/2019 - 07/27/2019	1.03	1.06
31	07/28/2019 - 08/03/2019	1.02	1.05
32	08/04/2019 - 08/10/2019	1.02	1.05
33	08/11/2019 - 08/17/2019	1.01	1.04
34	08/18/2019 - 08/24/2019	1.02	1.05
35	08/25/2019 - 08/31/2019	1.03	1.06
36	09/01/2019 - 09/07/2019	1.03	1.06
37	09/08/2019 - 09/14/2019	1.04	1.07
38	09/15/2019 - 09/21/2019	1.05	1.08
39	09/22/2019 - 09/28/2019	1.04	1.07
40	09/29/2019 - 10/05/2019	1.02	1.05
41	10/06/2019 - 10/12/2019	1.01	1.04
42	10/13/2019 - 10/19/2019	1.00	1.03
43	10/20/2019 - 10/26/2019	1.00	1.03
44	10/27/2019 - 11/02/2019	1.00	1.03
45	11/03/2019 - 11/09/2019	1.00	1.03
46	11/10/2019 - 11/16/2019	1.00	1.03
47	11/17/2019 - 11/23/2019	1.00	1.03
48	11/24/2019 - 11/30/2019	1.00	1.03
49	12/01/2019 - 12/07/2019	1.00	1.03
50	12/08/2019 - 12/14/2019	1.00	1.03
51	12/15/2019 - 12/21/2019	1.00	1.03
52	12/22/2019 - 12/28/2019	1.00	1.03
53	12/29/2019 - 12/31/2019	1.01	1.04

* PEAK SEASON

14-FEB-2020 15:39:26

830UPD

4_8601_PKSEASON.TXT

APPENDIX E



BROWARD COUNTY TRAFFIC ENGINEERING
ACTUATED TRAFFIC SIGNAL TIMING SHEET

Intersection Number	1100	Initial Operation Date	UNKNOWN
Controller Type	2070 LN	System Number	
Modification Number	20	Modification Date	11/24/2014
Drawing/Project No	228245-1-52-01	FPL Grid Number	87994783603
Intersection	FEDERAL HIGHWAY (US 1/SR 5) and HILLSBORO BOULEVARD (SR 810)		
Municipality	DEERFIELD BEACH		

Controller Phase	1	2	3	4	5	6	7	8
Face Number	1	2	3	4	5	6	7	8
Direction	SBL	NB	WBL	EB	NBL	SB	EBL	WB
Initial Green(MIN)	5	10	5	6	5	10	5	6
Vehicle Ext.(GAP)	1.5	3.0	1.5	2.0	1.5	3.0	1.5	2.0
Maximum Green I	20	40	20	40	25	40	20	40
Maximum Green II								
Yellow Clearance	5.0	5.0	4.0	4.0	5.0	5.0	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		32		40		32		30
Permissive	DUAL		DUAL		DUAL		NO	
Flash Operation	RED	RED	RED	RED	RED	RED	RED	RED

Attachment

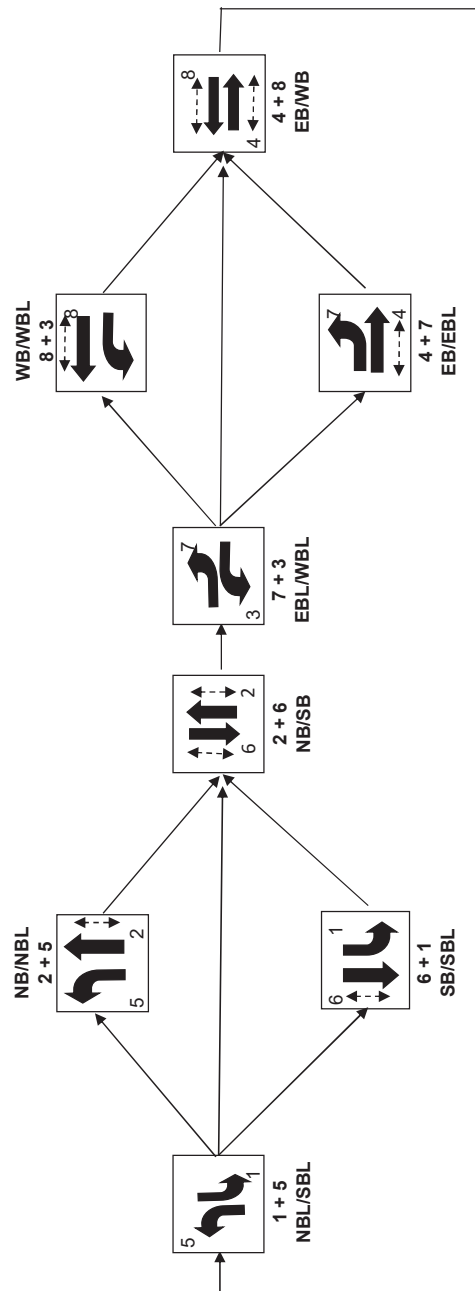
NOTES:

1. DUAL ENTRY HARDWIRED EAST/WEST.
2. FIREHOUSE PREEMPTION SEQUENCE (IN SECONDS):
 (A) TIME BEFORE PRE-EMPTION: 4.0
 (B) CYCLE TO PHASES 4 AND 7 (EB/EBL): 30.0
 (C) YELLOW CLEARANCE: 4.0
 (D) RETURN TO NORMAL OPERATION.
3. MOD. 19 REFLECTS INTERSECTION REBUILD UNDER FDOT CONTRACT WITH UPDATED INITIAL GREENS.
4. MOD 20 DEPLOYS SIGNAL ONTO ATMS.NOW AND UPDATES YELLOW CLEARANCE VALUES.

Submitted By _____

Approved By _____

Sequence of Operation for (1100) Federal Highway and Hillsboro Blvd Deerfield Beach



Station : 1100 - US 1 & Hillsboro Blvd (Standard File)

Phase	1 (SL)	2 (NT)	3 (WL)	4 (ET)	5 (NL)	6 (ST)	7 (EL)	8 (WT)	9	10	11	12	13	14	15	16
Walk		7		7		7		7								
Ped Clearance		32		40		32		30								
Min Green	5	10	5	6	5	10	5	6								
Gap Ext	1.5	3	1.5	2	1.5	3	1.5	2								
Max1	20	40	20	40	25	40	20	40								
Max2																
Yellow Clr	5	5	4	4	5	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																
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						ON
Flash in Dwell						
Link to Preempt						
Delay	4					
Min Duration						
Min Green	6	6	6	6	6	6
Min Walk						
Ped Clear						
Track Green						
Min Dwell	30	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		1	3	2	4
Dwell Cyc Veh 2	7		6	8	5	7
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

5/5/2022 7:46:42 AM

Station : 1100 - US 1 & Hillsboro Blvd (Standard File)

[illegible]



BROWARD COUNTY TRAFFIC ENGINEERING
ACTUATED TRAFFIC SIGNAL TIMING SHEET

Intersection Number	1167	Initial Operation Date	UNKNOWN
Controller Type	2070 LX BIU/TS2	System Number	
Modification Number	10	Modification Date	TBD
Drawing/Project No	FDOT 434695-1-52-01	FPL Grid Number	87994795504
Intersection	FEDERAL HWY. (US 1/SR 5) and NE 2 STREET (DEERFIELD)		
Municipality	DEERFIELD BEACH		

Controller Phase	1	2	3	4	5	6	7	8
Face Number		2		4	5	6		8
Direction		NB		EB	NBL	SB		WB
Initial Green(MIN)		10		6	4	10		6
Vehicle Ext.(GAP)		3.0		2.0	1.5	3.0		2.0
Maximum Green I		55		20	12	55		20
Maximum Green II								
Yellow Clearance		5.0		4.0	5.0	5.0		4.0
All Red Clearance		2.0		2.0	2.0	2.0		2.0
Phase Recall		MIN		OFF	OFF	MIN		OFF
Detector Delay								
Walk		7+A		7+A		7+A		
Pedestrian Clearance		14		34		14		
Permissive					5-SECT			
Flash Operation		YELLOW		RED		YELLOW		RED

Attachment

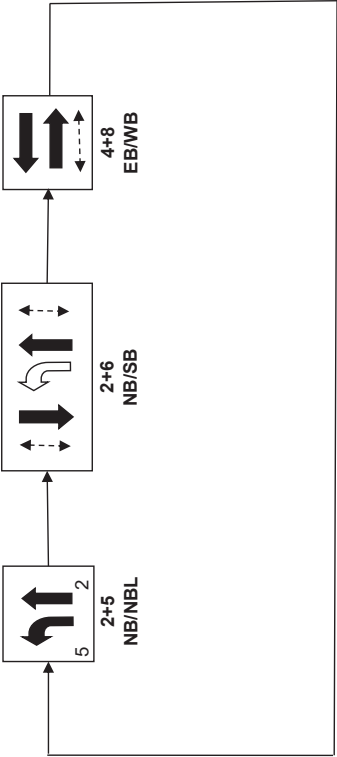
NOTES:

1. DUAL ENTRY HARDWIRED EAST/WEST.
2. ANTI-BACKDOWN NORTHBOUND: PHASES 2+6 ON--->OMIT PHASE 5.
3. MOD 10 INSTALLS AUDIBLE PED FEATURES PER FDOT PROJECT.

Submitted By _____

Approved By _____

Sequence of Operation for (1167) Federal Highway (US 1/SR 5 and NE 2 Street)
Deerfield Beach



Station : 1167 - US 1 & NE 2 St (Deerfield) (Standard File)

Phase	1	2 (NT)	3	4 (ET)	5 (NL)	6 (ST)	7	8 (WT)	9	10	11	12	13	14	15	16
Walk		7		7		7										
Ped Clearance		14		34		14										
Min Green		10		6	4	10		6								
Gap Ext		3		2	1.5	3		2								
Max1		55	5	20	12	55		20								
Max2																
Yellow Clr		5		4	5	5		4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red Clr		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								
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	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						
Min Dwell	6	6	8	8	8	8
Max Presence	180	180	180			
Track Veh 1						
Track Veh 2						
Track Veh 3						
Track Veh 4						
Dwell Cyc Veh 1	2	4	2			
Dwell Cyc Veh 2	6	8	5			
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

5/5/2022 7:47:02 AM

Station : 1167 - US 1 & NE 2 St (Deerfield) (Standard File)

[illegible]

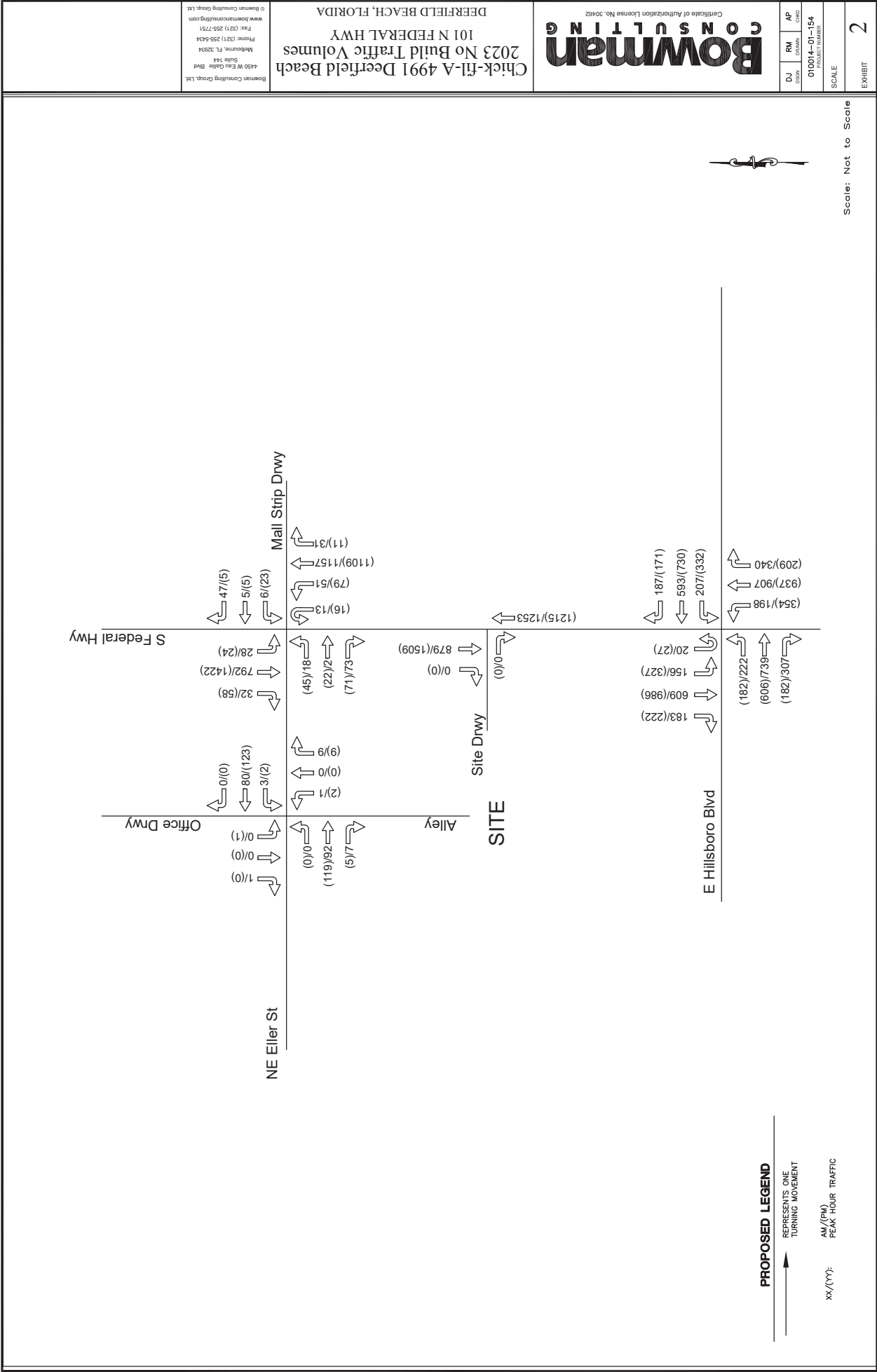
APPENDIX F

Table F.1. AM

Intersection	Scenario	Traffic Volumes												
		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
1 S Federal Hwy & E Hillsboro Blvd	2022 Traffic Count	216	718	298	201	575	181	192	880	330	171	591	177	
	Peak Season Conversion Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	
	Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
	2022 Existing Traffic	220	732	304	205	587	185	196	898	337	174	603	181	
	Background Development Traffic	0	0	0	0	0	0	0	0	0	0	0	0	
	2023 No Build Traffic	222	739	307	207	593	187	198	907	340	176	609	183	
	In/Out	In	-	-	-	-	In	-	In	-	Out	Out	Out	
	Project Assingment (Primary)	20%	-	-	-	-	15%	-	30%	-	20%	30%	20%	
	Project Assingment (Pass-By)	-	-	-	-	-	-	-	-	-	5%	-65%+65%	-	
	Total CFA Site Trips	10	-	-	-	-	7	-	14	-	11	11	9	
2023 Total Build Traffic	232	739	307	207	593	194	198	921	340	187	620	192		
2 S Federal Hwy & NE Eller St	2022 Traffic Count	18	2	71	6	5	47	62	1124	31	28	769	31	
	Peak Season Conversion Factor	1.02	NA	1.02	N/A	N/A	N/A	1.02	1.02	N/A	N/A	1.02	1.02	
	Growth Rate	1.0%	N/A	1.0%	N/A	N/A	N/A	1.0%	1.0%	N/A	N/A	1.0%	1.0%	
	2022 Existing Traffic	18	2	72	6	5	47	63	1146	31	28	784	32	
	Background Development Traffic	0	0	0	0	0	0	0	0	0	0	0	0	
	2023 No Build Traffic	18	2	73	6	5	47	64	1157	31	28	792	32	
	In/Out	Out	-	Out	-	-	-	In	Out	-	-	In	-	
	Project Assingment (Primary)	25%	-	-	-	-	-	65%	5%	-	-	30%	-	
	Project Assingment (Pass-By)	2.5%+27.5%	-	-2.5%+2.5%	-	-	-	30%	-30%+5%	-	-	-	-	
	Total CFA Site Trips	22	-	-	-	-	-	46	-11	-	-	15	-	
2023 Total Build Traffic	40	2	73	6	5	47	110	1146	31	28	807	32		
11 S Federal Hwy & Site Driveway 1	2022 Traffic Count			0					1217				853	0
	Peak Season Conversion Factor			N/A					1.02				1.02	N/A
	Growth Rate			N/A					1.0%				1.0%	N/A
	2022 Existing Traffic			0					1241				870	0
	Background Development Traffic			0					0				0	0
	2023 No Build Traffic			0					1253				879	0
	In/Out			Out					In/Out				In	In
	Project Assingment (Primary)			70%					65%+5%				-	80%
	Project Assingment (Pass-By)			70%					5%				-65%	85%
	Total CFA Site Trips			63					35				-32	81
2023 Total Build Traffic			63					1288				847	81	
12 NE Eller St & Shared Alley	2022 Traffic Count	0	89	7	3	77	0	1	0	9	0	0	1	
	Peak Season Conversion Factor	N/A	1.02	N/A	N/A	1.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Growth Rate	N/A	1.0%	N/A	N/A	1.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	2022 Existing Traffic	0	91	7	3	79	0	1	0	9	0	0	1	
	Background Development Traffic	0	0	0	0	0	0	0	0	0	0	0	0	
	2023 No Build Traffic	0	92	7	3	80	0	1	0	9	0	0	1	
	In/Out	-	In	In	In	In	-	Out	-	Out	-	-	-	
	Project Assingment (Primary)	-	-	5%	15%	-	-	5%	-	25%	-	-	-	
	Project Assingment (Pass-By)	-	-5%	5%	10%	-	-	-	-	30%	-	-	-	
	Total CFA Site Trips	-	-3	6	12	-	-	2	-	25	-	-	-	
2023 Total Build Traffic	0	89	13	15	80	0	3	0	34	0	0	1		

Table F.2. PM

Intersection	Scenario	Traffic Volumes											
		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
1 S Federal Hwy & E Hillsboro Blvd	2022 Traffic Count	176	588	176	323	709	166	343	910	203	344	957	216
	Peak Season Conversion Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
	Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
	2022 Existing Traffic	180	600	180	329	723	169	350	928	207	351	976	220
	Background Development Traffic	0	0	0	0	0	0	0	0	0	0	0	0
	2023 No Build Traffic	182	606	182	332	730	171	354	937	209	354	986	222
	In/Out	In	-	-	-	-	In	-	In	-	Out	Out	Out
	Project Assingment (Primary)	20%	-	-	-	-	15%	-	30%	-	20%	30%	20%
	Project Assingment (Pass-By)	-	-	-	-	-	-	-	-	-	5%	-65%+65%	-
	Total CFA Site Trips	7	-	-	-	-	6	-	11	-	12	16	8
2023 Total Build Traffic	189	606	182	332	730	177	354	948	209	366	1002	230	
2 S Federal Hwy & NE Eller St	2022 Traffic Count	44	22	69	23	5	5	92	1076	11	24	1380	56
	Peak Season Conversion Factor	1.02	NA	1.02	N/A	N/A	N/A	1.02	1.02	N/A	N/A	1.02	1.02
	Growth Rate	1.0%	N/A	1.0%	N/A	N/A	N/A	1.0%	1.0%	N/A	N/A	1.0%	1.0%
	2022 Existing Traffic	45	22	70	23	5	5	94	1098	11	24	1408	57
	Background Development Traffic	0	0	0	0	0	0	0	0	0	0	0	0
	2023 No Build Traffic	45	22	71	23	5	5	95	1109	11	24	1422	58
	In/Out	Out	-	Out	-	-	-	In	Out	-	-	In	-
	Project Assingment (Primary)	25%	-	-	-	-	-	65%	5%	-	-	30%	-
	Project Assingment (Pass-By)	2.5%+27.5%	-	-2.5%+2.5%	-	-	-	30%	-30%+5%	-	-	-	-
	Total CFA Site Trips	24	-	-	-	-	-	38	-9	-	-	11	-
2023 Total Build Traffic	69	22	71	23	5	5	133	1100	11	24	1433	58	
11 S Federal Hwy & Site Driveway 1	2022 Traffic Count			0				1179			1465		0
	Peak Season Conversion Factor			N/A				1.02			1.02		N/A
	Growth Rate			N/A				1.0%			1.0%		N/A
	2022 Existing Traffic			0				1203			1494		0
	Background Development Traffic			0				0			0		0
	2023 No Build Traffic			0				1215			1509		0
	In/Out			Out				In/Out			In		In
	Project Assingment (Primary)			70%				65%+5%			-		80%
	Project Assingment (Pass-By)			70%				5%			-65%		85%
	Total CFA Site Trips			65				29			-29		68
2023 Total Build Traffic			65				1244			1480		68	
12 NE Eller St & Shared Alley	2022 Traffic Count	0	116	5	2	120	0	2	0	9	1	0	0
	Peak Season Conversion Factor	N/A	1.02	N/A	N/A	1.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Growth Rate	N/A	1.0%	N/A	N/A	1.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2022 Existing Traffic	0	118	5	2	122	0	2	0	9	1	0	0
	Background Development Traffic	0	0	0	0	0	0	0	0	0	0	0	0
	2023 No Build Traffic	0	119	5	2	123	0	2	0	9	1	0	0
	In/Out	-	In	In	In	In	-	Out	-	Out	-	-	-
	Project Assingment (Primary)	-	-	5%	15%	-	-	5%	-	25%	-	-	-
	Project Assingment (Pass-By)	-	-5%	5%	10%	-	-	-	-	30%	-	-	-
	Total CFA Site Trips	-	-2	4	10	-	-	2	-	26	-	-	-
2023 Total Build Traffic	0	117	9	12	123	0	4	0	35	1	0	0	



Scale: Not to Scale

EXHIBIT 2

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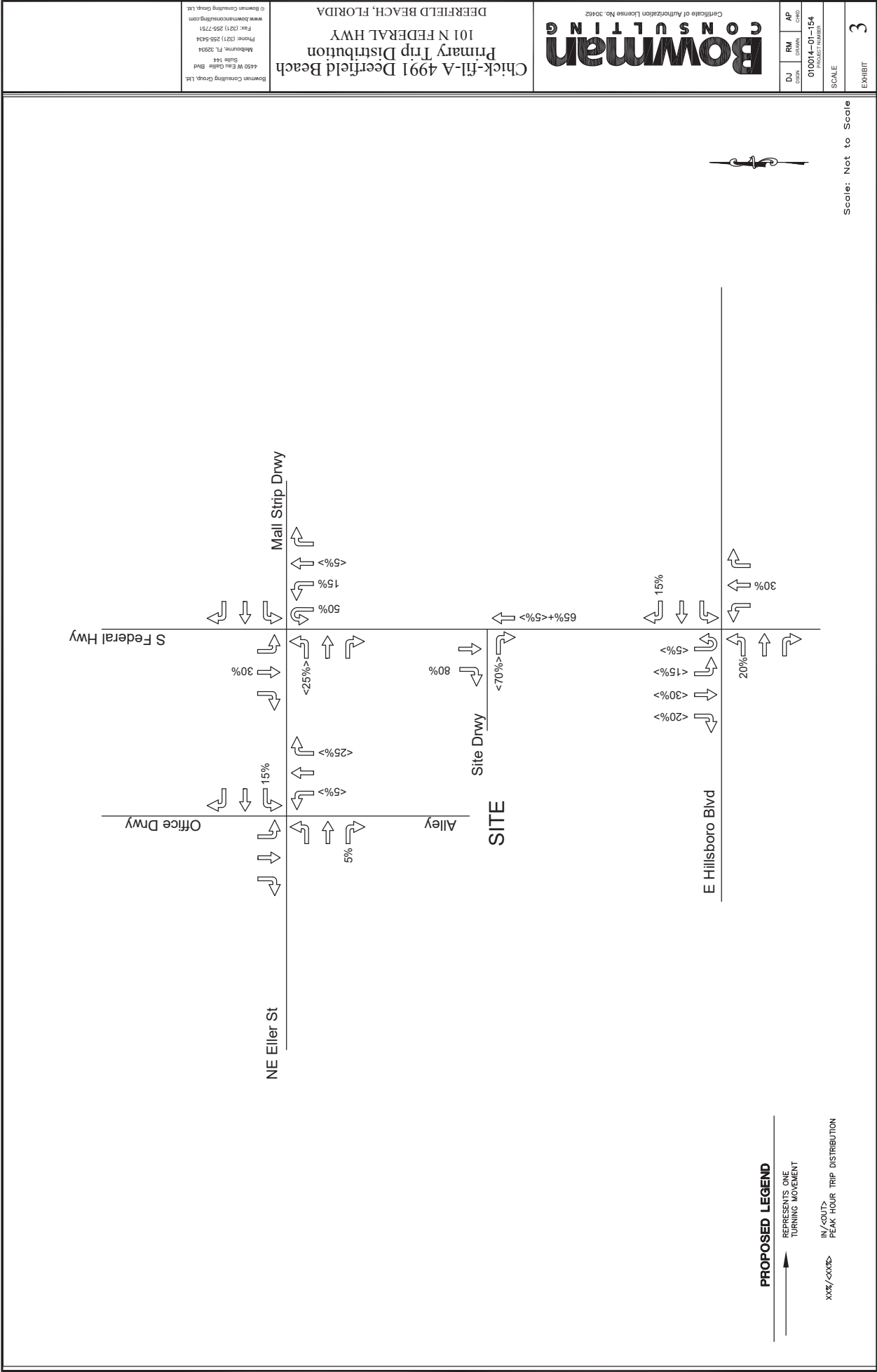
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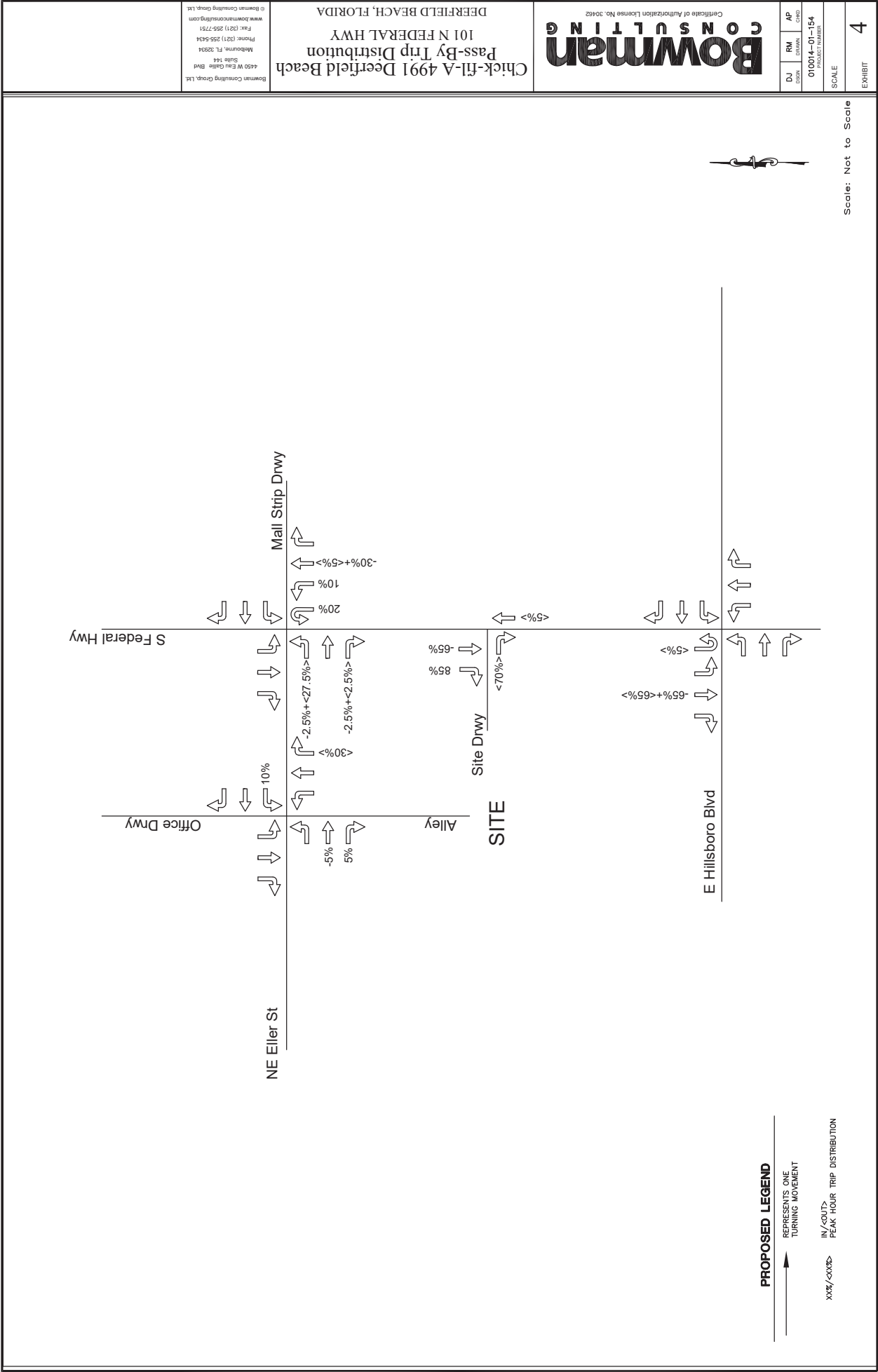
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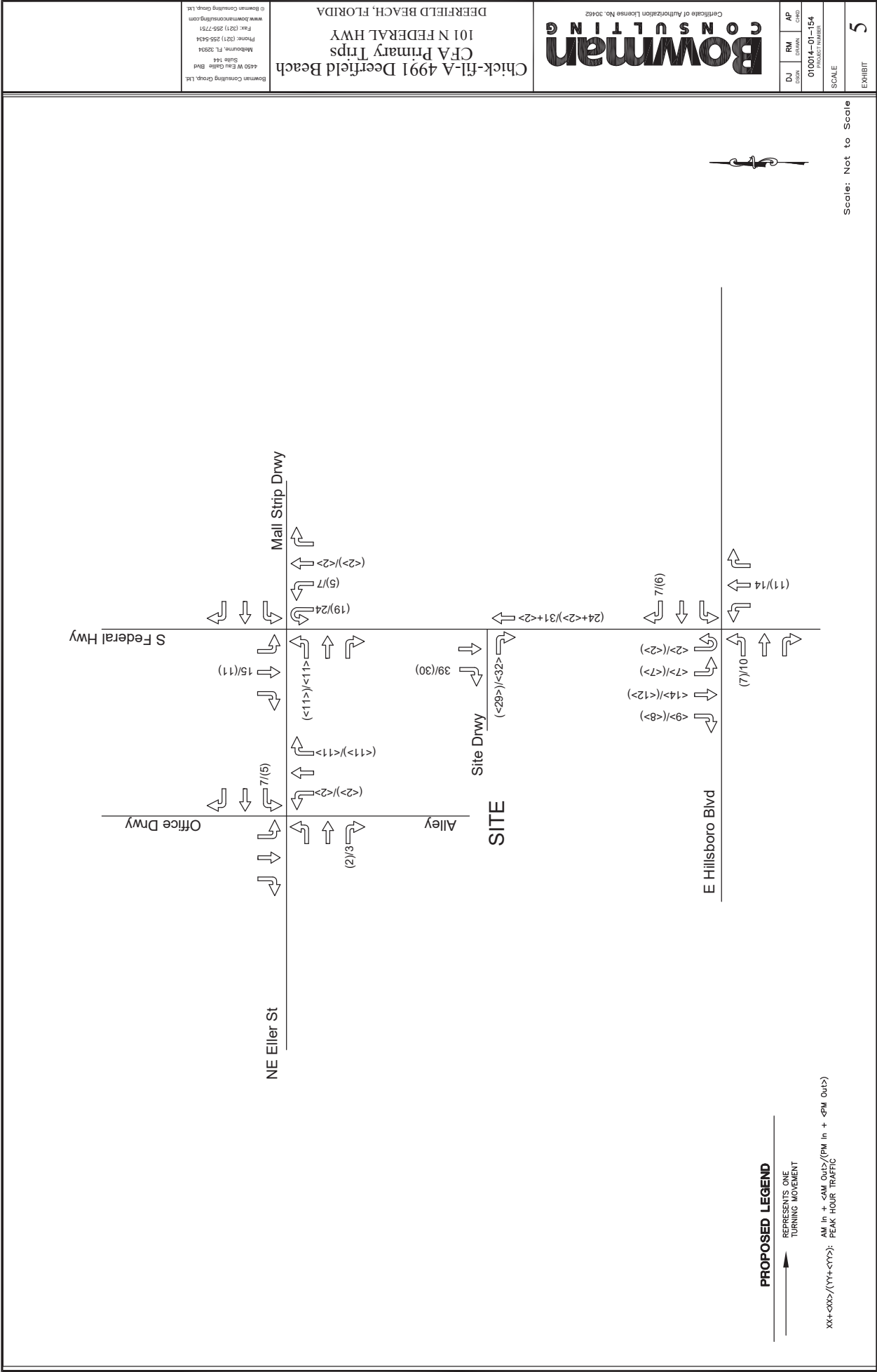
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Scale: Not to Scale

EXHIBIT
5

SCALE

PRODUCT NUMBER

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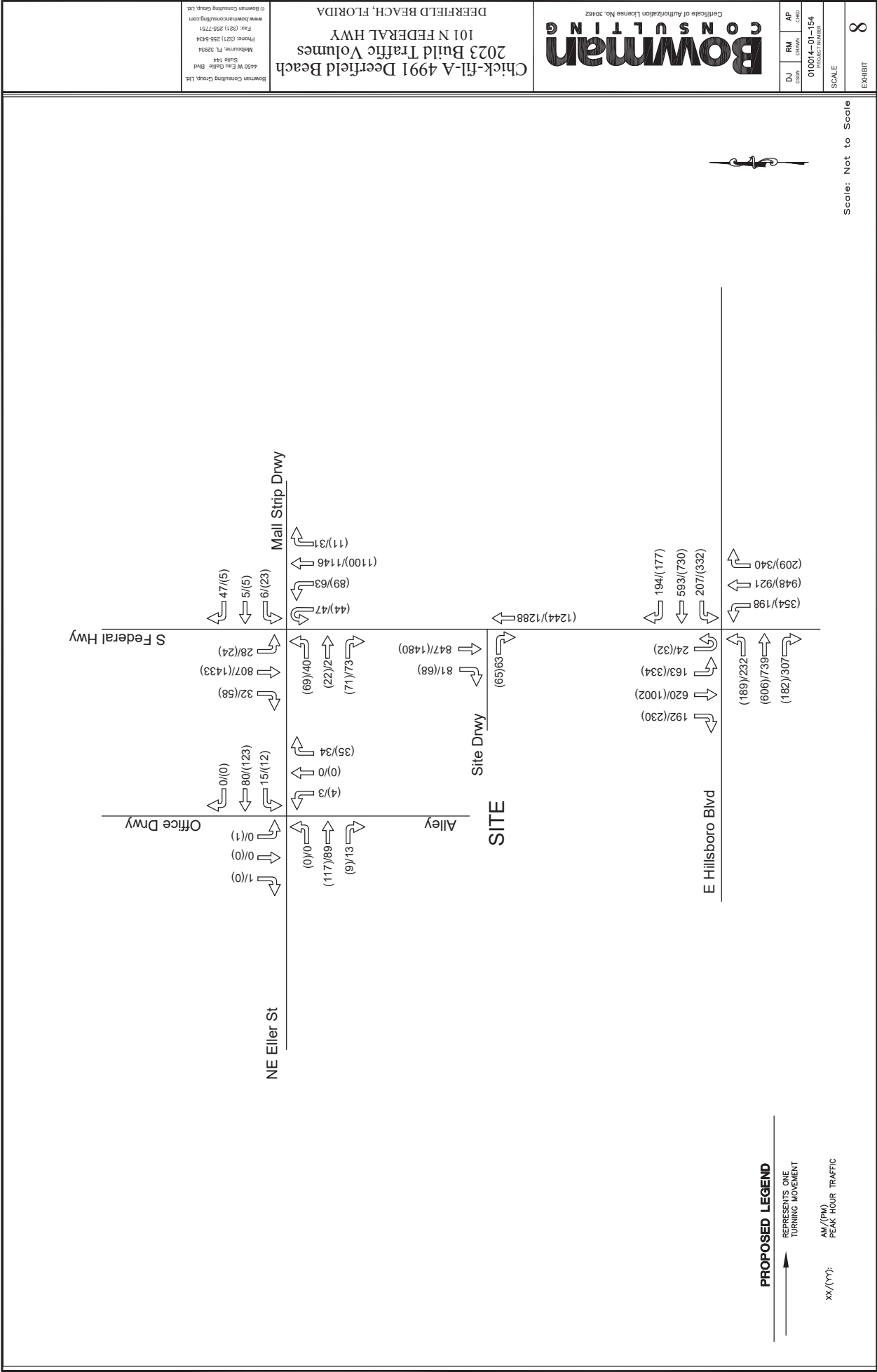
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APPENDIX G

Capacity Analysis Summary

EXISTING CONDITIONS 2022

Table 1 2022 Existing Conditions Capacity Analysis

2022 EXISTING CONDITIONS			Morning Peak Hour (AM)		Evening Peak Hour (PM)	
			DELAY (S)	LOS	DELAY (S)	LOS
Intersection	Approach	Movement				
1 S Federal Hwy & E Hillsboro Blvd (Signalized)	EB	L	163.8	F	90.2	F
		T	68.3	E	73.0	E
		R	46.5	D	57.5	E
		Approach	88.5	F	76.8	E
	WB	L	77.4	E	105.8	F
		T	66.6	E	129.5	F
		R	52.9	D	59.6	E
		Approach	68.1	E	120.4	F
	NB	L	75.7	E	86.5	F
		T	30.8	C	36.0	D
		R	0.0	A	0.0	A
		Approach	38.9	D	49.8	D
	SB	L	71.1	E	76.3	E
		T	6.3	A	9.1	A
		R	7.0	A	10.5	B
		Approach	18.8	B	25.0	C
Intersection		-	53.4	D	62.7	E
2 S Federal Hwy & NE Eller St/Mall Drwy (Signalized)	EB	L	36.9	D	40.0	D
		TR	36.3	D	39.4	D
		Approach	36.9	D	39.8	D
	WB	Approach	36.7	D	40.0	D
		L	3.4	A	5.2	A
		T	0.3	A	0.3	A
	NB	R	0.5	A	0.5	A
		Approach	0.5	A	0.7	A
		L	5.3	A	5.7	A
	SB	T	5.7	A	7.9	A
		R	6.0	A	8.4	A
		Approach	5.8	A	8.0	A
Intersection		-	3.2	A	5.9	A
11 S Federal Hwy & Driveway 1 (Unsignalized)	EB	Approach	0.0	A	0.0	A
	NB	Approach	0.0	A	0.0	A
		T	0.0	A	0.0	A
	SB	R	0.0	A	0.0	A
		Approach	0.0	A	0.0	A
Intersection		-	0.0	A	0.0	A
12 NE Eller St & Shared Alley (Unsignalized)	EB	Approach	0.0	A	0.0	A
	WB	Approach	0.3	A	0.1	A
	NB	Approach	9.0	A	9.1	A
	SB	Approach	8.7	A	9.9	A
	Intersection		-	0.6	A	0.5

Extracted from Synchro11 HCM 6th Edition

Capacity Analysis Summary

**NO BUILD VS BUILD VS BUILD IMPROVED
CONDITIONS 2023**

Table 2 2023 Capacity Analysis No Build Vs Build Comparison Morning Peak Hour

2023 MORNING PEAK HOUR CONDITIONS			NO BUILD		BUILD		BUILD IMPROVED	
Intersection	Approach	Movement	DELAY (S)	LOS	DELAY (S)	LOS	DELAY (S)	LOS
1	EB	L	166.9	F	183.5	F	161.4	F
		T	69.0	E	69.0	E	65.4	E
		R	46.5	D	46.5	D	45.6	D
	WB	Approach	89.6	F	94.1	F	86.5	F
		L	77.7	E	77.7	E	79.4	E
		T	66.7	E	66.7	E	66.7	E
	NB	R	52.8	D	52.9	D	52.9	D
		Approach	68.3	E	68.2	E	68.6	E
		L	75.7	E	75.7	E	75.7	E
	SB	T	31.1	C	31.6	C	32.4	C
		R	0.0	A	0.0	A	0.0	A
		Approach	39.1	D	39.4	D	40.0	D
		L	71.0	E	70.4	E	70.4	E
		T	6.5	A	6.5	A	7.2	A
		R	7.2	A	7.3	A	8.0	A
		Approach	19.0	B	19.3	B	19.9	B
		Intersection	-	53.9	D	55.0	D	53.4
2	EB	L	36.8	D	36.9	D		
		TR	36.2	D	35.3	D		
		Approach	36.7	D	36.8	D		
	WB	Approach	36.6	D	35.6	D		
		L	3.4	A	3.9	A		
		T	0.3	A	0.3	A		
	NB	R	0.5	A	0.6	A		
		Approach	0.5	A	0.7	A		
		L	5.3	A	5.9	A		
	SB	T	5.8	A	6.5	A		
		R	6.0	A	6.8	A		
		Approach	5.9	A	6.6	A		
		Intersection	-	3.3	A	3.9		
11		EB	Approach	0.0	A	10.3	B	
	NB		Approach	0.0	A	0.0	A	
	SB	T	0.0	A	0.0	A		
		R	0.0	A	0.0	A		
		Approach	0.0	A	0.0	A		
	Intersection	-	0.0	A	0.3	A		
	12	NE Ellet St & Shared Alley (Unsignalized)	EB	Approach	0.0	A	0.0	A
WB			Approach	0.3	A	1.2	A	
NB			Approach	9.0	A	9.2	A	
SB			Approach	8.7	A	8.7	A	
		Intersection	-	0.6	A	2.0	A	

Extracted from Synchro11 HCM 6th Edition

Table 3 2023 Capacity Analysis No Build Vs Build Comparison Evening Peak Hour

2023 EVENING PEAK HOUR CONDITIONS			NO BUILD		BUILD		BUILD IMPROVED			
Intersection		Approach	Movement	DELAY (S)	LOS	DELAY (S)	LOS	DELAY (S)	LOS	
1	S Federal Hwy & E Hillsboro Blvd (Signalized)	EB	L	90.7	F	92.3	F	90.7	F	
			T	73.0	E	73.0	E	73.0	E	
			R	57.4	E	57.4	E	57.2	E	
		WB	Approach	76.9	E	77.4	E	77.0	E	
			L	107.5	F	107.5	F	98.3	F	
			T	132.3	F	140.9	F	132.8	F	
		NB	R	59.6	E	60.5	E	60.0	E	
			Approach	122.7	F	128.0	F	119.9	F	
			L	86.7	F	86.7	F	91.2	F	
		SB	T	36.4	D	36.9	D	37.4	D	
			R	0.0	A	0.0	A	0.0	A	
			Approach	50.2	D	50.5	D	52.0	D	
			L	76.4	E	76.9	E	81.6	F	
			T	9.5	A	9.6	A	10.1	B	
			R	11.0	B	11.2	B	11.7	B	
2	S Federal Hwy & NE Eller St/Mall Drwy (Signalized)	EB	Approach	25.3	C	25.7	C	27.2	C	
			Intersection -		63.4	E	64.8	E	63.7	E
			L	40.0	D	40.6	D			
		TR	39.4	D	39.1	D				
		WB	Approach	39.8	D	40.2	D			
			Approach	40.0	D	39.7	D			
			L	5.3	A	6.0	A			
		NB	T	0.3	A	0.3	A			
			R	0.5	A	0.5	A			
			Approach	0.7	A	1.0	A			
		SB	L	5.7	A	6.0	A			
			T	7.9	A	8.3	A			
			R	8.4	A	8.9	A			
			Approach	8.0	A	8.5	A			
Intersection -			5.9	A	6.5	A				
11	S Federal Hwy & Driveway 1 (Unsignalized)	EB	Approach	0.0	A	11.9	B			
		NB	Approach	0.0	A	0.0	A			
		WB	T	0.0	A	0.0	A			
			R	0.0	A	0.0	A			
			Approach	0.0	A	0.0	A			
			Intersection -		0.0	A	0.3			A
12	NE Eller St & Shared Alley (Unsignalized)	EB	Approach	0.0	A	0.0	A			
		WB	Approach	0.1	A	0.7	A			
		NB	Approach	9.1	A	9.2	A			
		SB	Approach	9.9	A	10.4	B			
		Intersection -		0.5	A	1.5	A			

Extracted from Synchro11 HCM 6th Edition

CAPACITY ANALYSIS REPORTS

2022 EXISTING CONDITIONS Capacity Analysis

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2022 EXISTING - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	220	732	304	205	587	185	196	898	337	174	603	181
Future Volume (vph)	220	732	304	205	587	185	196	898	337	174	603	181
Adj. Flow (vph)	232	771	320	216	618	195	206	945	355	183	635	191
Lane Group Flow (vph)	232	771	320	216	618	195	206	945	355	183	826	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	25.0	46.0	46.0	25.0	46.0	46.0	37.0	55.0	55.0	34.0	52.0	
Total Split (%)	15.6%	28.8%	28.8%	15.6%	28.8%	28.8%	23.1%	34.4%	34.4%	21.3%	32.5%	
Maximum Green (s)	19.0	40.0	40.0	19.0	40.0	40.0	30.0	48.0	48.0	27.0	45.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	30.0	49.3	49.3	14.4	33.7	33.7	13.9	56.9	56.9	13.4	56.4	
Actuated g/C Ratio	0.19	0.31	0.31	0.09	0.21	0.21	0.09	0.36	0.36	0.08	0.35	
v/c Ratio	0.73	0.75	0.50	0.73	0.86	0.47	0.72	0.54	0.53	0.71	0.50	
Control Delay	75.5	55.5	12.6	85.3	72.9	24.4	84.9	42.8	18.2	84.9	34.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	75.5	55.5	12.6	85.3	72.9	24.4	84.9	42.8	18.2	84.9	34.6	
LOS	E	E	B	F	E	C	F	D	B	F	C	
Approach Delay		48.6			66.3			42.8			43.7	
Approach LOS		D			E			D			D	
Queue Length 50th (ft)	228	373	44	115	330	67	110	296	112	102	188	
Queue Length 95th (ft)	#439	492	149	158	387	144	152	343	217	145	213	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	317	1034	646	390	855	467	622	1748	676	523	1657	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.73	0.75	0.50	0.55	0.72	0.42	0.33	0.54	0.53	0.35	0.50	
Intersection Summary												
Cycle Length: 160												
Actuated Cycle Length: 160												
Offset: 140 (88%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Baseline

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: S Federal Hwy & E Hillsboro Blvd

2022 EXISTING - AM

Natural Cycle: 75

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.86

Intersection Signal Delay: 49.5

Intersection LOS: D

Intersection Capacity Utilization 91.2%

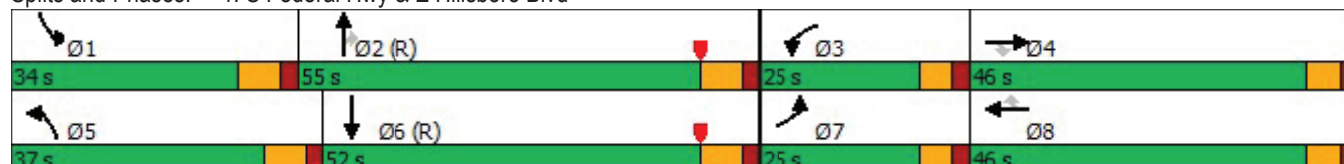
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2022 EXISTING - AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	220	732	304	205	587	185	196	898	337	174	603	181
Future Volume (veh/h)	220	732	304	205	587	185	196	898	337	174	603	181
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1856	1841	1885	1856	1870	1885	1870	1870	1870	1767	1826	1870
Adj Flow Rate, veh/h	232	771	46	216	618	70	206	945	0	183	635	142
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	4	1	3	2	1	2	2	2	9	5	2
Cap, veh/h	210	871	393	259	731	325	251	2271		222	1799	396
Arrive On Green	0.12	0.25	0.25	0.08	0.21	0.21	0.07	0.44	0.00	0.14	0.88	0.88
Sat Flow, veh/h	1767	3497	1578	3428	3554	1581	3456	5106	1585	3264	4084	898
Grp Volume(v), veh/h	232	771	46	216	618	70	206	945	0	183	515	262
Grp Sat Flow(s),veh/h/ln	1767	1749	1578	1714	1777	1581	1728	1702	1585	1632	1662	1659
Q Serve(g_s), s	19.0	34.0	3.6	9.9	26.8	5.9	9.4	20.2	0.0	8.7	4.3	4.4
Cycle Q Clear(g_c), s	19.0	34.0	3.6	9.9	26.8	5.9	9.4	20.2	0.0	8.7	4.3	4.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.54
Lane Grp Cap(c), veh/h	210	871	393	259	731	325	251	2271		222	1464	731
V/C Ratio(X)	1.11	0.89	0.12	0.83	0.85	0.22	0.82	0.42		0.82	0.35	0.36
Avail Cap(c_a), veh/h	210	874	395	407	888	395	648	2271		551	1464	731
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	70.5	57.9	46.5	73.0	61.1	52.8	73.2	30.3	0.0	68.2	5.6	5.6
Incr Delay (d2), s/veh	93.3	10.4	0.0	4.5	5.5	0.1	2.6	0.6	0.0	2.9	0.7	1.4
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	21.0	22.8	2.6	8.0	18.4	4.3	7.6	13.0	0.0	6.3	2.4	2.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	163.8	68.3	46.5	77.4	66.6	52.9	75.7	30.8	0.0	71.1	6.3	7.0
LnGrp LOS	F	E	D	E	E	D	E	C		E	A	A
Approach Vol, veh/h	1049			904			1151			960		
Approach Delay, s/veh	88.5			68.1			38.9			18.8		
Approach LOS	F			E			D			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	17.9	78.2	18.1	45.8	18.6	77.5	25.0	38.9				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	27.0	48.0	19.0	40.0	30.0	45.0	19.0	40.0				
Max Q Clear Time (g_c+l1), s	10.7	22.2	11.9	36.0	11.4	6.4	21.0	28.8				
Green Ext Time (p_c), s	0.2	6.6	0.2	1.5	0.2	5.3	0.0	2.3				
Intersection Summary												
HCM 6th Ctrl Delay	53.4											
HCM 6th LOS	D											
Notes												
User approved pedestrian interval to be less than phase max green.												
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings
2: S Federal Hwy & NE Eller St/Mall Drwy

2022 EXISTING - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	18	2	72	6	5	47	63	1146	31	28	784	32
Future Volume (vph)	18	2	72	6	5	47	63	1146	31	28	784	32
Adj. Flow (vph)	19	2	77	6	5	51	68	1232	33	30	843	34
Lane Group Flow (vph)	19	79	0	0	62	0	68	1265	0	30	877	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases		4			8		5	2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	10.0		10.0	10.0	
Minimum Split (s)	12.0	12.0		12.0	12.0		11.0	17.0		17.0	17.0	
Total Split (s)	32.0	32.0		32.0	32.0		17.0	48.0		31.0	31.0	
Total Split (%)	40.0%	40.0%		40.0%	40.0%		21.3%	60.0%		38.8%	38.8%	
Maximum Green (s)	26.0	26.0		26.0	26.0		10.0	41.0		24.0	24.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		5.0	5.0		5.0	5.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		7.0	7.0		7.0	7.0	
Lead/Lag							Lead			Lag	Lag	
Lead-Lag Optimize?							Yes			Yes	Yes	
Vehicle Extension (s)	2.0	2.0		2.0	2.0		1.5	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	C-Min		C-Min	C-Min	
Walk Time (s)	7.0	7.0						7.0		7.0	7.0	
Flash Dont Walk (s)	34.0	34.0						14.0		14.0	14.0	
Pedestrian Calls (#/hr)	0	0						0		0	0	
Act Effct Green (s)	6.9	6.9			6.9		62.5	63.9		54.3	54.3	
Actuated g/C Ratio	0.09	0.09			0.09		0.78	0.80		0.68	0.68	
v/c Ratio	0.23	0.41			0.35		0.15	0.32		0.12	0.27	
Control Delay	40.5	15.8			21.8		1.8	1.3		9.1	7.2	
Queue Delay	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay	40.5	15.8			21.8		1.8	1.3		9.1	7.2	
LOS	D	B			C		A	A		A	A	
Approach Delay		20.6			21.8			1.3			7.3	
Approach LOS		C			C			A			A	
Queue Length 50th (ft)	9	1			9		5	40		6	67	
Queue Length 95th (ft)	29	39			44		m10	53		21	102	
Internal Link Dist (ft)		232			270			372			420	
Turn Bay Length (ft)							155			155		
Base Capacity (vph)	310	519			544		527	3910		258	3268	
Starvation Cap Reductn	0	0			0		0	0		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	0	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.06	0.15			0.11		0.13	0.32		0.12	0.27	
Intersection Summary												
Cycle Length: 80												
Actuated Cycle Length: 80												
Offset: 53 (66%), Referenced to phase 2:NBTL and 6:SBTL, Start of Yellow												

Baseline

Synchro 10 Report
Page 4

Lanes, Volumes, Timings 2: S Federal Hwy & NE Eller St/Mall Drwy

2022 EXISTING - AM

Natural Cycle: 40

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.41

Intersection Signal Delay: 4.9

Intersection LOS: A

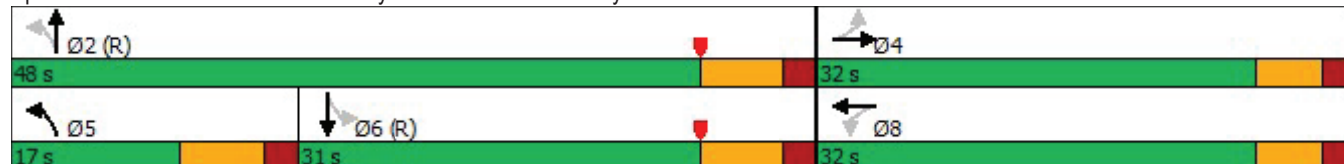
Intersection Capacity Utilization 56.7%

ICU Level of Service B

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: S Federal Hwy & NE Eller St/Mall Drwy



HCM 6th Signalized Intersection Summary 2: S Federal Hwy & NE Eller St/Mall Drwy

2022 EXISTING - AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	2	72	6	5	47	63	1146	31	28	784	32
Future Volume (veh/h)	18	2	72	6	5	47	63	1146	31	28	784	32
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1411	1900	1841	1900	1900	1870	1841	1870	1856	1900	1856	1693
Adj Flow Rate, veh/h	19	2	0	6	5	5	68	1232	25	30	843	25
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	33	0	4	0	0	2	4	2	3	0	3	14
Cap, veh/h	144	92	0	83	34	25	532	4065	82	387	3350	99
Arrive On Green	0.05	0.05	0.00	0.05	0.05	0.05	0.08	1.00	1.00	0.66	0.66	0.66
Sat Flow, veh/h	1060	1900	0	441	699	518	1753	5151	105	448	5056	150
Grp Volume(v), veh/h	19	2	0	16	0	0	68	814	443	30	563	305
Grp Sat Flow(s),veh/h/ln	1060	1900	0	1658	0	0	1753	1702	1851	448	1689	1828
Q Serve(g_s), s	0.5	0.1	0.0	0.0	0.0	0.0	0.9	0.0	0.0	1.9	5.4	5.4
Cycle Q Clear(g_c), s	1.2	0.1	0.0	0.7	0.0	0.0	0.9	0.0	0.0	1.9	5.4	5.4
Prop In Lane	1.00		0.00	0.37		0.31	1.00		0.06	1.00		0.08
Lane Grp Cap(c), veh/h	144	92	0	142	0	0	532	2686	1461	387	2238	1212
V/C Ratio(X)	0.13	0.02	0.00	0.11	0.00	0.00	0.13	0.30	0.30	0.08	0.25	0.25
Avail Cap(c_a), veh/h	437	618	0	586	0	0	683	2686	1461	387	2238	1212
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	36.8	36.3	0.0	36.5	0.0	0.0	3.4	0.0	0.0	4.9	5.5	5.5
Incr Delay (d2), s/veh	0.2	0.0	0.0	0.1	0.0	0.0	0.0	0.3	0.5	0.4	0.3	0.5
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	0.6	0.1	0.0	0.5	0.0	0.0	0.3	0.2	0.4	0.3	2.5	2.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.9	36.3	0.0	36.7	0.0	0.0	3.4	0.3	0.5	5.3	5.7	6.0
LnGrp LOS	D	D	A	D	A	A	A	A	A	A	A	A
Approach Vol, veh/h	21			16			1325			898		
Approach Delay, s/veh	36.9			36.7			0.5			5.8		
Approach LOS	D			D			A			A		
Timer - Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	70.1			9.9		10.1	60.0	9.9				
Change Period (Y+Rc), s	7.0			6.0		7.0	7.0	6.0				
Max Green Setting (Gmax), s	41.0			26.0		10.0	24.0	26.0				
Max Q Clear Time (g_c+I1), s	2.0			3.2		2.9	7.4	2.7				
Green Ext Time (p_c), s	9.7			0.0		0.0	5.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			3.2									
HCM 6th LOS			A									
Notes												

Lanes, Volumes, Timings
11: S Federal Hwy & Site Driveway 1

2022 EXISTING - AM

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations				  	  	
Traffic Volume (vph)	0	0	0	1241	870	0
Future Volume (vph)	0	0	0	1241	870	0
Adj. Flow (vph)	0	0	0	1349	946	0
Lane Group Flow (vph)	0	0	0	1349	946	0
Sign Control	Stop			Free	Free	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 27.3%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	↘
Traffic Vol, veh/h	0	0	0	1241	870	0
Future Vol, veh/h	0	0	0	1241	870	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	1349	946	0
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	473	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	*749	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %		1		-	-	-
Mov Cap-1 Maneuver	-	*749	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s	0		0		0	
HCM LOS	A					
Minor Lane/Major Mvmt	NBT		EBLn1	SBT	SBR	
Capacity (veh/h)	-		-	-	-	
HCM Lane V/C Ratio	-		-	-	-	
HCM Control Delay (s)	-		0	-	-	
HCM Lane LOS	-		A	-	-	
HCM 95th %tile Q(veh)	-		-	-	-	
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

Lanes, Volumes, Timings
12: Shared Alley/Office Drwy & NE Eller St

2022 EXISTING - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	91	7	3	79	0	1	0	9	0	0	1
Future Volume (vph)	0	91	7	3	79	0	1	0	9	0	0	1
Adj. Flow (vph)	0	118	9	4	103	0	1	0	12	0	0	1
Lane Group Flow (vph)	0	127	0	0	107	0	0	13	0	0	1	0
Sign Control	Free				Free				Stop			
Intersection Summary												
Control Type: Unsignalized												
Intersection Capacity Utilization 17.4%												
ICU Level of Service A												
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	91	7	3	79	0	1	0	9	0	0	1
Future Vol, veh/h	0	91	7	3	79	0	1	0	9	0	0	1
Conflicting Peds, #/hr	0	0	1	0	0	4	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	77	77	77	77	77	77	77	77	77	77	77	77
Heavy Vehicles, %	0	7	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	0	118	9	4	103	0	1	0	12	0	0	1
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	107	0	0	128	0	0	236	239	124	244	243	107
Stage 1	-	-	-	-	-	-	124	124	-	115	115	-
Stage 2	-	-	-	-	-	-	112	115	-	129	128	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1510	-	-	1470	-	-	756	687	932	747	683	990
Stage 1	-	-	-	-	-	-	885	797	-	926	819	-
Stage 2	-	-	-	-	-	-	930	819	-	880	794	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	1506	-	-	1469	-	-	753	682	931	733	678	987
Mov Cap-2 Maneuver	-	-	-	-	-	-	753	682	-	733	678	-
Stage 1	-	-	-	-	-	-	884	796	-	923	814	-
Stage 2	-	-	-	-	-	-	926	814	-	869	793	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.3			9			8.7		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	910	1506	-	-	1469	-	-	987				
HCM Lane V/C Ratio	0.014	-	-	-	0.003	-	-	0.001				
HCM Control Delay (s)	9	0	-	-	7.5	0	-	8.7				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2022 EXISTING - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	180	600	180	329	723	169	350	928	207	351	976	220
Future Volume (vph)	180	600	180	329	723	169	350	928	207	351	976	220
Adj. Flow (vph)	184	612	184	336	738	172	357	947	211	358	996	224
Lane Group Flow (vph)	184	612	184	336	738	172	357	947	211	358	1220	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	40.0	55.0	55.0	25.0	40.0	40.0	39.0	60.0	60.0	40.0	61.0	
Total Split (%)	22.2%	30.6%	30.6%	13.9%	22.2%	22.2%	21.7%	33.3%	33.3%	22.2%	33.9%	
Maximum Green (s)	34.0	49.0	49.0	19.0	34.0	34.0	32.0	53.0	53.0	33.0	54.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	23.3	52.1	52.1	20.2	49.1	49.1	23.2	58.3	58.3	23.3	58.4	
Actuated g/C Ratio	0.13	0.29	0.29	0.11	0.27	0.27	0.13	0.32	0.32	0.13	0.32	
v/c Ratio	0.83	0.61	0.33	0.89	0.80	0.33	0.83	0.59	0.36	0.83	0.79	
Control Delay	105.1	59.1	9.4	103.1	68.3	15.7	93.3	52.6	18.5	97.3	50.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	105.1	59.1	9.4	103.1	68.3	15.7	93.3	52.6	18.5	97.3	50.6	
LOS	F	E	A	F	E	B	F	D	B	F	D	
Approach Delay		58.4			70.4			57.4			61.2	
Approach LOS		E			E			E			E	
Queue Length 50th (ft)	216	339	10	203	434	30	215	341	66	227	470	
Queue Length 95th (ft)	298	412	78	#311	#643	109	267	399	146	284	542	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	323	999	556	377	923	514	590	1608	585	608	1553	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.57	0.61	0.33	0.89	0.80	0.33	0.61	0.59	0.36	0.59	0.79	
Intersection Summary												
Cycle Length: 180												
Actuated Cycle Length: 180												
Offset: 86 (48%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Baseline

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: S Federal Hwy & E Hillsboro Blvd

2022 EXISTING - PM

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.89

Intersection Signal Delay: 61.8

Intersection LOS: E

Intersection Capacity Utilization 95.4%

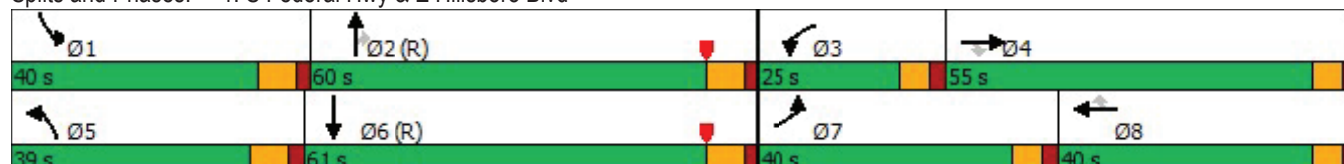
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2022 EXISTING - PM

																
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR				
Lane Configurations																
Traffic Volume (veh/h)	180	600	180	329	723	169	350	928	207	351	976	220				
Future Volume (veh/h)	180	600	180	329	723	169	350	928	207	351	976	220				
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0				
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		1.00	1.00		1.00	1.00		1.00				
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				
Work Zone On Approach	No			No			No			No						
Adj Sat Flow, veh/h/ln	1870	1885	1870	1885	1856	1856	1870	1885	1870	1870	1856	1870				
Adj Flow Rate, veh/h	184	612	7	336	738	30	357	947	0	358	996	194				
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98				
Percent Heavy Veh, %	2	1	2	1	3	3	2	1	2	2	3	2				
Cap, veh/h	203	726	317	368	685	306	397	2230		394	1839	357				
Arrive On Green	0.11	0.20	0.20	0.11	0.19	0.19	0.11	0.43	0.00	0.23	0.86	0.86				
Sat Flow, veh/h	1781	3582	1566	3483	3526	1572	3456	5147	1585	3456	4254	827				
Grp Volume(v), veh/h	184	612	7	336	738	30	357	947	0	358	790	400				
Grp Sat Flow(s),veh/h/ln	1781	1791	1566	1742	1763	1572	1728	1716	1585	1728	1689	1704				
Q Serve(g_s), s	18.4	29.6	0.6	17.2	35.0	2.8	18.4	23.0	0.0	18.2	10.7	10.8				
Cycle Q Clear(g_c), s	18.4	29.6	0.6	17.2	35.0	2.8	18.4	23.0	0.0	18.2	10.7	10.8				
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.49				
Lane Grp Cap(c), veh/h	203	726	317	368	685	306	397	2230		394	1460	737				
V/C Ratio(X)	0.91	0.84	0.02	0.91	1.08	0.10	0.90	0.42		0.91	0.54	0.54				
Avail Cap(c_a), veh/h	336	975	426	368	685	306	614	2230		634	1460	737				
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00				
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00				
Uniform Delay (d), s/veh	78.8	69.0	57.5	79.7	72.5	59.5	78.6	35.4	0.0	68.6	7.6	7.6				
Incr Delay (d2), s/veh	11.3	4.0	0.0	26.1	57.0	0.1	7.8	0.6	0.0	7.7	1.4	2.9				
Initial Q Delay(d3),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				
%ile BackOfQ(95%),veh/ln	14.0	20.1	0.5	14.0	30.0	2.1	13.3	14.8	0.0	12.0	5.0	5.6				
Unsig. Movement Delay, s/veh																
LnGrp Delay(d),s/veh	90.2	73.0	57.5	105.8	129.5	59.6	86.5	36.0	0.0	76.3	9.1	10.5				
LnGrp LOS	F	E	E	F	F	E	F	D		E	A	B				
Approach Vol, veh/h	803			1104				1304			1548					
Approach Delay, s/veh	76.8			120.4				49.8			25.0					
Approach LOS	E			F				D			C					
Timer - Assigned Phs	1	2	3	4	5	6	7	8								
Phs Duration (G+Y+Rc), s	27.5	85.0	25.0	42.5	27.7	84.8	26.5	41.0								
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0								
Max Green Setting (Gmax), s	33.0	53.0	19.0	49.0	32.0	54.0	34.0	34.0								
Max Q Clear Time (g_c+I1), s	20.2	25.0	19.2	31.6	20.4	12.8	20.4	37.0								
Green Ext Time (p_c), s	0.4	6.7	0.0	2.5	0.3	9.3	0.1	0.0								
Intersection Summary																
HCM 6th Ctrl Delay	62.7															
HCM 6th LOS	E															
Notes																
User approved pedestrian interval to be less than phase max green.																
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.																

Lanes, Volumes, Timings
2: S Federal Hwy & NE Eller St/Mall Drwy

2022 EXISTING - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	22	70	23	5	5	94	1098	11	24	1408	57
Future Volume (vph)	45	22	70	23	5	5	94	1098	11	24	1408	57
Adj. Flow (vph)	48	23	74	24	5	5	100	1168	12	26	1498	61
Lane Group Flow (vph)	48	97	0	0	34	0	100	1180	0	26	1559	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases		4			8		5	2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	10.0		10.0	10.0	
Minimum Split (s)	12.0	12.0		12.0	12.0		11.0	17.0		17.0	17.0	
Total Split (s)	32.0	32.0		32.0	32.0		18.0	58.0		40.0	40.0	
Total Split (%)	35.6%	35.6%		35.6%	35.6%		20.0%	64.4%		44.4%	44.4%	
Maximum Green (s)	26.0	26.0		26.0	26.0		11.0	51.0		33.0	33.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		5.0	5.0		5.0	5.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		7.0	7.0		7.0	7.0	
Lead/Lag							Lead			Lag	Lag	
Lead-Lag Optimize?							Yes			Yes	Yes	
Vehicle Extension (s)	2.0	2.0		2.0	2.0		1.5	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	C-Min		C-Min	C-Min	
Walk Time (s)	7.0	7.0						7.0		7.0	7.0	
Flash Dont Walk (s)	34.0	34.0						14.0		14.0	14.0	
Pedestrian Calls (#/hr)	0	0						0		0	0	
Act Effct Green (s)	8.2	8.2			8.2		71.2	72.6		62.5	62.5	
Actuated g/C Ratio	0.09	0.09			0.09		0.79	0.81		0.69	0.69	
v/c Ratio	0.41	0.47			0.27		0.39	0.30		0.10	0.46	
Control Delay	48.5	21.5			38.4		17.7	1.7		9.1	9.1	
Queue Delay	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay	48.5	21.5			38.4		17.7	1.7		9.1	9.1	
LOS	D	C			D		B	A		A	A	
Approach Delay		30.4			38.4			2.9			9.1	
Approach LOS		C			D			A			A	
Queue Length 50th (ft)	26	12			16		31	46		5	156	
Queue Length 95th (ft)	59	57			43		99	81		20	229	
Internal Link Dist (ft)		232			270			372			420	
Turn Bay Length (ft)							155			155		
Base Capacity (vph)	369	491			384		355	3953		272	3386	
Starvation Cap Reductn	0	0			0		0	0		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	0	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.13	0.20			0.09		0.28	0.30		0.10	0.46	
Intersection Summary												
Cycle Length: 90												
Actuated Cycle Length: 90												
Offset: 77 (86%), Referenced to phase 2:NBTL and 6:SBTL, Start of Yellow												

Baseline

Synchro 10 Report
Page 4

Lanes, Volumes, Timings
2: S Federal Hwy & NE Eller St/Mall Drwy

2022 EXISTING - PM

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.47

Intersection Signal Delay: 7.8

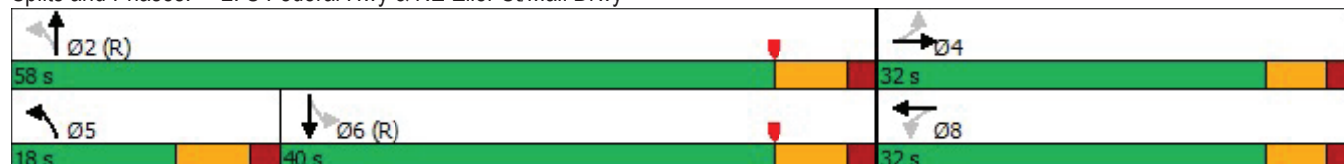
Intersection LOS: A

Intersection Capacity Utilization 58.9%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 2: S Federal Hwy & NE Eller St/Mall Drwy



HCM 6th Signalized Intersection Summary 2: S Federal Hwy & NE Eller St/Mall Drwy

2022 EXISTING - PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	22	70	23	5	5	94	1098	11	24	1408	57
Future Volume (veh/h)	45	22	70	23	5	5	94	1098	11	24	1408	57
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1900	1856	1841	1900	1900	1885	1870	1767	1811	1870	1841
Adj Flow Rate, veh/h	48	23	0	24	5	0	100	1168	9	26	1498	61
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	0	3	4	0	0	1	2	9	6	2	4
Cap, veh/h	191	138	0	147	24	0	327	4093	32	386	3343	136
Arrive On Green	0.07	0.07	0.00	0.07	0.07	0.00	0.08	1.00	1.00	0.66	0.66	0.66
Sat Flow, veh/h	1406	1900	0	1020	333	0	1795	5227	40	461	5031	205
Grp Volume(v), veh/h	48	23	0	29	0	0	100	761	416	26	1014	545
Grp Sat Flow(s),veh/h/ln	1406	1900	0	1354	0	0	1795	1702	1863	461	1702	1832
Q Serve(g_s), s	0.2	1.0	0.0	1.2	0.0	0.0	1.5	0.0	0.0	1.8	12.8	12.8
Cycle Q Clear(g_c), s	2.4	1.0	0.0	2.2	0.0	0.0	1.5	0.0	0.0	1.8	12.8	12.8
Prop In Lane	1.00		0.00	0.83		0.00	1.00		0.02	1.00		0.11
Lane Grp Cap(c), veh/h	191	138	0	171	0	0	327	2666	1459	386	2262	1217
V/C Ratio(X)	0.25	0.17	0.00	0.17	0.00	0.00	0.31	0.29	0.29	0.07	0.45	0.45
Avail Cap(c_a), veh/h	495	549	0	488	0	0	473	2666	1459	386	2262	1217
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	39.8	39.2	0.0	39.8	0.0	0.0	5.0	0.0	0.0	5.4	7.2	7.2
Incr Delay (d2), s/veh	0.3	0.2	0.0	0.2	0.0	0.0	0.2	0.3	0.5	0.3	0.6	1.2
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	1.8	0.9	0.0	1.1	0.0	0.0	0.6	0.2	0.4	0.3	6.6	7.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	40.0	39.4	0.0	40.0	0.0	0.0	5.2	0.3	0.5	5.7	7.9	8.4
LnGrp LOS	D	D	A	D	A	A	A	A	A	A	A	A
Approach Vol, veh/h	71			29			1277			1585		
Approach Delay, s/veh	39.8			40.0			0.7			8.0		
Approach LOS	D			D			A			A		
Timer - Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	77.5			12.5		10.7	66.8	12.5				
Change Period (Y+Rc), s	7.0			6.0		7.0	7.0	6.0				
Max Green Setting (Gmax), s	51.0			26.0		11.0	33.0	26.0				
Max Q Clear Time (g_c+I1), s	2.0			4.4		3.5	14.8	4.2				
Green Ext Time (p_c), s	9.0			0.1		0.0	9.9	0.1				
Intersection Summary												
HCM 6th Ctrl Delay				5.9								
HCM 6th LOS				A								
Notes												

Lanes, Volumes, Timings
11: S Federal Hwy & Site Driveway 1

2022 EXISTING - PM

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations				  	  	
Traffic Volume (vph)	0	0	0	1203	1494	0
Future Volume (vph)	0	0	0	1203	1494	0
Adj. Flow (vph)	0	0	0	1308	1624	0
Lane Group Flow (vph)	0	0	0	1308	1624	0
Sign Control	Stop			Free	Free	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 32.2%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	↘
Traffic Vol, veh/h	0	0	0	1203	1494	0
Future Vol, veh/h	0	0	0	1203	1494	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	1308	1624	0
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	812	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	*594	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %		1		-	-	-
Mov Cap-1 Maneuver	-	*594	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s	0		0		0	
HCM LOS	A					
Minor Lane/Major Mvmt	NBT		EBLn1	SBT	SBR	
Capacity (veh/h)	-		-	-	-	
HCM Lane V/C Ratio	-		-	-	-	
HCM Control Delay (s)	-		0	-	-	
HCM Lane LOS	-		A	-	-	
HCM 95th %tile Q(veh)	-		-	-	-	
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

Lanes, Volumes, Timings
12: Shared Alley/Office Drwy & NE Eller St

2022 EXISTING - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	118	5	2	122	0	2	0	9	1	0	0
Future Volume (vph)	0	118	5	2	122	0	2	0	9	1	0	0
Adj. Flow (vph)	0	123	5	2	127	0	2	0	9	1	0	0
Lane Group Flow (vph)	0	128	0	0	129	0	0	11	0	0	1	0
Sign Control	Free			Free			Stop			Stop		
Intersection Summary												
Control Type: Unsignalized												
Intersection Capacity Utilization 18.5%												
ICU Level of Service A												
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	118	5	2	122	0	2	0	9	1	0	0
Future Vol, veh/h	0	118	5	2	122	0	2	0	9	1	0	0
Conflicting Peds, #/hr	0	0	1	0	0	3	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	0	1	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	0	123	5	2	127	0	2	0	9	1	0	0
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	130	0	0	129	0	0	258	261	127	264	263	130
Stage 1	-	-	-	-	-	-	127	127	-	134	134	-
Stage 2	-	-	-	-	-	-	131	134	-	130	129	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1489	-	-	1469	-	-	751	679	929	744	677	984
Stage 1	-	-	-	-	-	-	882	795	-	924	814	-
Stage 2	-	-	-	-	-	-	928	814	-	878	793	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	1485	-	-	1468	-	-	750	676	928	734	675	982
Mov Cap-2 Maneuver	-	-	-	-	-	-	750	676	-	734	675	-
Stage 1	-	-	-	-	-	-	881	794	-	922	811	-
Stage 2	-	-	-	-	-	-	927	811	-	869	792	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.1			9.1			9.9		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	890	1485	-	-	1468	-	-	734				
HCM Lane V/C Ratio	0.013	-	-	-	0.001	-	-	0.001				
HCM Control Delay (s)	9.1	0	-	-	7.5	0	-	9.9				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

2023 NO BUILD CONDITIONS Capacity Analysis

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2023 NO BUILD - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	222	739	307	207	593	187	198	907	340	176	609	183
Future Volume (vph)	222	739	307	207	593	187	198	907	340	176	609	183
Adj. Flow (vph)	234	778	323	218	624	197	208	955	358	185	641	193
Lane Group Flow (vph)	234	778	323	218	624	197	208	955	358	185	834	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	25.0	46.0	46.0	25.0	46.0	46.0	37.0	55.0	55.0	34.0	52.0	
Total Split (%)	15.6%	28.8%	28.8%	15.6%	28.8%	28.8%	23.1%	34.4%	34.4%	21.3%	32.5%	
Maximum Green (s)	19.0	40.0	40.0	19.0	40.0	40.0	30.0	48.0	48.0	27.0	45.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	30.0	49.6	49.6	14.5	34.1	34.1	14.0	56.5	56.5	13.5	56.0	
Actuated g/C Ratio	0.19	0.31	0.31	0.09	0.21	0.21	0.09	0.35	0.35	0.08	0.35	
v/c Ratio	0.74	0.75	0.50	0.73	0.86	0.47	0.72	0.55	0.53	0.71	0.51	
Control Delay	76.0	55.4	12.8	85.4	72.6	24.5	85.0	43.3	18.7	85.4	34.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	76.0	55.4	12.8	85.4	72.6	24.5	85.0	43.3	18.7	85.4	34.9	
LOS	E	E	B	F	E	C	F	D	B	F	C	
Approach Delay		48.7			66.2			43.2			44.0	
Approach LOS		D			E			D			D	
Queue Length 50th (ft)	232	382	46	116	334	69	111	297	115	103	188	
Queue Length 95th (ft)	#448	#508	152	159	391	146	154	345	221	146	215	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	317	1039	648	390	855	467	622	1735	672	523	1646	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.74	0.75	0.50	0.56	0.73	0.42	0.33	0.55	0.53	0.35	0.51	
Intersection Summary												
Cycle Length: 160												
Actuated Cycle Length: 160												
Offset: 140 (88%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Baseline

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: S Federal Hwy & E Hillsboro Blvd

2023 NO BUILD - AM

Natural Cycle: 75

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.86

Intersection Signal Delay: 49.7

Intersection LOS: D

Intersection Capacity Utilization 91.5%

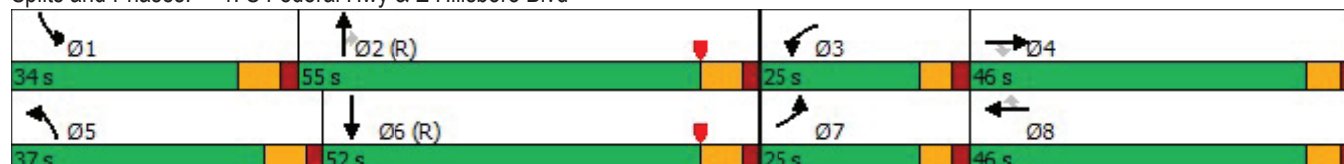
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2023 NO BUILD - AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	222	739	307	207	593	187	198	907	340	176	609	183
Future Volume (veh/h)	222	739	307	207	593	187	198	907	340	176	609	183
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1856	1841	1885	1856	1870	1885	1870	1870	1870	1767	1826	1870
Adj Flow Rate, veh/h	234	778	48	218	624	72	208	955	0	185	641	144
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	4	1	3	2	1	2	2	2	9	5	2
Cap, veh/h	210	873	394	261	735	327	253	2262		224	1790	396
Arrive On Green	0.12	0.25	0.25	0.08	0.21	0.21	0.07	0.44	0.00	0.14	0.88	0.88
Sat Flow, veh/h	1767	3497	1578	3428	3554	1581	3456	5106	1585	3264	4080	902
Grp Volume(v), veh/h	234	778	48	218	624	72	208	955	0	185	520	265
Grp Sat Flow(s),veh/h/ln	1767	1749	1578	1714	1777	1581	1728	1702	1585	1632	1662	1658
Q Serve(g_s), s	19.0	34.4	3.8	10.0	27.0	6.1	9.5	20.5	0.0	8.8	4.5	4.6
Cycle Q Clear(g_c), s	19.0	34.4	3.8	10.0	27.0	6.1	9.5	20.5	0.0	8.8	4.5	4.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.54
Lane Grp Cap(c), veh/h	210	873	394	261	735	327	253	2262		224	1458	727
V/C Ratio(X)	1.12	0.89	0.12	0.83	0.85	0.22	0.82	0.42		0.82	0.36	0.36
Avail Cap(c_a), veh/h	210	874	395	407	888	395	648	2262		551	1458	727
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	70.5	57.9	46.5	72.9	61.0	52.7	73.1	30.5	0.0	68.1	5.8	5.8
Incr Delay (d2), s/veh	96.4	11.0	0.1	4.8	5.7	0.1	2.6	0.6	0.0	2.9	0.7	1.4
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	21.4	23.1	2.7	8.1	18.6	4.4	7.6	13.2	0.0	6.3	2.5	2.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	166.9	69.0	46.5	77.7	66.7	52.8	75.7	31.1	0.0	71.0	6.5	7.2
LnGrp LOS	F	E	D	E	E	D	E	C		E	A	A
Approach Vol, veh/h	1060			914			1163			970		
Approach Delay, s/veh	89.6			68.3			39.1			19.0		
Approach LOS	F			E			D			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.0	77.9	18.2	45.9	18.7	77.2	25.0	39.1				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	27.0	48.0	19.0	40.0	30.0	45.0	19.0	40.0				
Max Q Clear Time (g_c+l1), s	10.8	22.5	12.0	36.4	11.5	6.6	21.0	29.0				
Green Ext Time (p_c), s	0.2	6.6	0.2	1.4	0.2	5.3	0.0	2.3				
Intersection Summary												
HCM 6th Ctrl Delay	53.9											
HCM 6th LOS	D											
Notes												
User approved pedestrian interval to be less than phase max green.												
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings
2: S Federal Hwy & NE Eller St/Mall Drwy

2023 NO BUILD - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	18	2	73	6	5	47	64	1157	31	28	792	32
Future Volume (vph)	18	2	73	6	5	47	64	1157	31	28	792	32
Adj. Flow (vph)	19	2	78	6	5	51	69	1244	33	30	852	34
Lane Group Flow (vph)	19	80	0	0	62	0	69	1277	0	30	886	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases		4			8		5	2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	10.0		10.0	10.0	
Minimum Split (s)	12.0	12.0		12.0	12.0		11.0	17.0		17.0	17.0	
Total Split (s)	32.0	32.0		32.0	32.0		17.0	48.0		31.0	31.0	
Total Split (%)	40.0%	40.0%		40.0%	40.0%		21.3%	60.0%		38.8%	38.8%	
Maximum Green (s)	26.0	26.0		26.0	26.0		10.0	41.0		24.0	24.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		5.0	5.0		5.0	5.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		7.0	7.0		7.0	7.0	
Lead/Lag							Lead			Lag	Lag	
Lead-Lag Optimize?							Yes			Yes	Yes	
Vehicle Extension (s)	2.0	2.0		2.0	2.0		1.5	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	C-Min		C-Min	C-Min	
Walk Time (s)	7.0	7.0						7.0		7.0	7.0	
Flash Dont Walk (s)	34.0	34.0						14.0		14.0	14.0	
Pedestrian Calls (#/hr)	0	0						0		0	0	
Act Effct Green (s)	6.9	6.9			6.9		62.5	63.9		54.2	54.2	
Actuated g/C Ratio	0.09	0.09			0.09		0.78	0.80		0.68	0.68	
v/c Ratio	0.23	0.41			0.36		0.15	0.33		0.12	0.27	
Control Delay	40.5	15.8			22.7		1.8	1.3		9.2	7.3	
Queue Delay	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay	40.5	15.8			22.7		1.8	1.3		9.2	7.3	
LOS	D	B			C		A	A		A	A	
Approach Delay		20.6			22.7			1.3			7.3	
Approach LOS		C			C			A			A	
Queue Length 50th (ft)	9	1			10		5	41		6	67	
Queue Length 95th (ft)	29	40			45		m10	54		21	104	
Internal Link Dist (ft)		232			270			372			420	
Turn Bay Length (ft)							155			155		
Base Capacity (vph)	310	520			542		523	3910		255	3267	
Starvation Cap Reductn	0	0			0		0	0		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	0	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.06	0.15			0.11		0.13	0.33		0.12	0.27	
Intersection Summary												
Cycle Length: 80												
Actuated Cycle Length: 80												
Offset: 53 (66%), Referenced to phase 2:NBTL and 6:SBTL, Start of Yellow												

Baseline

Synchro 10 Report
Page 4

Lanes, Volumes, Timings 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 NO BUILD - AM

Natural Cycle: 40

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.41

Intersection Signal Delay: 4.9

Intersection LOS: A

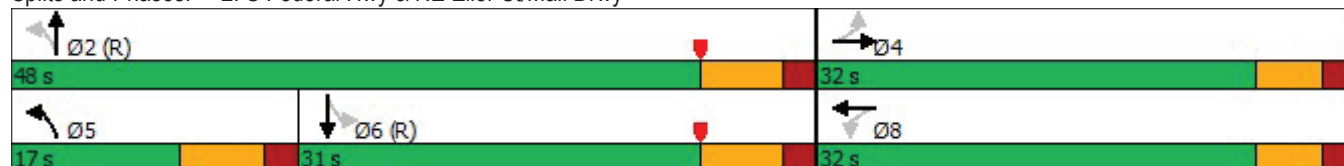
Intersection Capacity Utilization 56.9%

ICU Level of Service B

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: S Federal Hwy & NE Eller St/Mall Drwy



HCM 6th Signalized Intersection Summary 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 NO BUILD - AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	2	73	6	5	47	64	1157	31	28	792	32
Future Volume (veh/h)	18	2	73	6	5	47	64	1157	31	28	792	32
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1411	1900	1841	1900	1900	1870	1841	1870	1856	1900	1856	1693
Adj Flow Rate, veh/h	19	2	0	6	5	7	69	1244	25	30	852	25
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	33	0	4	0	0	2	4	2	3	0	3	14
Cap, veh/h	145	95	0	79	31	32	527	4058	82	383	3343	98
Arrive On Green	0.05	0.05	0.00	0.05	0.05	0.05	0.08	1.00	1.00	0.66	0.66	0.66
Sat Flow, veh/h	1058	1900	0	384	627	643	1753	5152	104	443	5058	148
Grp Volume(v), veh/h	19	2	0	18	0	0	69	822	447	30	568	309
Grp Sat Flow(s),veh/h/ln	1058	1900	0	1654	0	0	1753	1702	1852	443	1689	1829
Q Serve(g_s), s	0.4	0.1	0.0	0.0	0.0	0.0	0.9	0.0	0.0	2.0	5.5	5.5
Cycle Q Clear(g_c), s	1.2	0.1	0.0	0.8	0.0	0.0	0.9	0.0	0.0	2.0	5.5	5.5
Prop In Lane	1.00		0.00	0.33		0.39	1.00		0.06	1.00		0.08
Lane Grp Cap(c), veh/h	145	95	0	142	0	0	527	2681	1459	383	2232	1209
V/C Ratio(X)	0.13	0.02	0.00	0.13	0.00	0.00	0.13	0.31	0.31	0.08	0.25	0.26
Avail Cap(c_a), veh/h	437	618	0	585	0	0	678	2681	1459	383	2232	1209
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	36.6	36.2	0.0	36.5	0.0	0.0	3.4	0.0	0.0	4.9	5.5	5.5
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.1	0.0	0.0	0.0	0.3	0.5	0.4	0.3	0.5
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	0.6	0.1	0.0	0.6	0.0	0.0	0.3	0.2	0.4	0.3	2.6	3.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.8	36.2	0.0	36.6	0.0	0.0	3.4	0.3	0.5	5.3	5.8	6.0
LnGrp LOS	D	D	A	D	A	A	A	A	A	A	A	A
Approach Vol, veh/h	21			18			1338			907		
Approach Delay, s/veh	36.7			36.6			0.5			5.9		
Approach LOS	D			D			A			A		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	70.0			10.0			59.9			10.0		
Change Period (Y+Rc), s	7.0			6.0			7.0			6.0		
Max Green Setting (Gmax), s	41.0			26.0			24.0			26.0		
Max Q Clear Time (g_c+I1), s	2.0			3.2			7.5			2.8		
Green Ext Time (p_c), s	9.8			0.0			5.2			0.0		
Intersection Summary												
HCM 6th Ctrl Delay	3.3											
HCM 6th LOS	A											
Notes												

Lanes, Volumes, Timings
11: S Federal Hwy & Site Driveway 1

2023 NO BUILD - AM

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations				  	  	
Traffic Volume (vph)	0	0	0	1253	879	0
Future Volume (vph)	0	0	0	1253	879	0
Adj. Flow (vph)	0	0	0	1362	955	0
Lane Group Flow (vph)	0	0	0	1362	955	0
Sign Control	Stop			Free	Free	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 27.5%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	↘
Traffic Vol, veh/h	0	0	0	1253	879	0
Future Vol, veh/h	0	0	0	1253	879	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	1362	955	0
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	478	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	*716	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %		1		-	-	-
Mov Cap-1 Maneuver	-	*716	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	-		-	-		
HCM Lane V/C Ratio	-		-	-		
HCM Control Delay (s)	-		0	-		
HCM Lane LOS	-		A	-		
HCM 95th %tile Q(veh)	-		-	-		
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

Lanes, Volumes, Timings
12: Shared Alley/Office Drwy & NE Eller St

2023 NO BUILD - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	92	7	3	80	0	1	0	9	0	0	1
Future Volume (vph)	0	92	7	3	80	0	1	0	9	0	0	1
Adj. Flow (vph)	0	119	9	4	104	0	1	0	12	0	0	1
Lane Group Flow (vph)	0	128	0	0	108	0	0	13	0	0	1	0
Sign Control	Free			Free			Stop			Stop		
Intersection Summary												
Control Type: Unsignalized												
Intersection Capacity Utilization 17.5%						ICU Level of Service A						
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	92	7	3	80	0	1	0	9	0	0	1
Future Vol, veh/h	0	92	7	3	80	0	1	0	9	0	0	1
Conflicting Peds, #/hr	0	0	1	0	0	4	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	77	77	77	77	77	77	77	77	77	77	77	77
Heavy Vehicles, %	0	7	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	0	119	9	4	104	0	1	0	12	0	0	1
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	108	0	0	129	0	0	238	241	125	246	245	108
Stage 1	-	-	-	-	-	-	125	125	-	116	116	-
Stage 2	-	-	-	-	-	-	113	116	-	130	129	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1509	-	-	1469	-	-	753	685	931	744	681	989
Stage 1	-	-	-	-	-	-	884	796	-	925	818	-
Stage 2	-	-	-	-	-	-	929	818	-	878	793	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	1505	-	-	1468	-	-	750	680	930	730	676	986
Mov Cap-2 Maneuver	-	-	-	-	-	-	750	680	-	730	676	-
Stage 1	-	-	-	-	-	-	883	795	-	922	813	-
Stage 2	-	-	-	-	-	-	925	813	-	867	792	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.3			9			8.7		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	908	1505	-	-	1468	-	-	986				
HCM Lane V/C Ratio	0.014	-	-	-	0.003	-	-	0.001				
HCM Control Delay (s)	9	0	-	-	7.5	0	-	8.7				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2023 NO BUILD - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	182	606	182	332	730	171	354	937	209	354	986	222
Future Volume (vph)	182	606	182	332	730	171	354	937	209	354	986	222
Adj. Flow (vph)	186	618	186	339	745	174	361	956	213	361	1006	227
Lane Group Flow (vph)	186	618	186	339	745	174	361	956	213	361	1233	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	40.0	55.0	55.0	25.0	40.0	40.0	39.0	60.0	60.0	40.0	61.0	
Total Split (%)	22.2%	30.6%	30.6%	13.9%	22.2%	22.2%	21.7%	33.3%	33.3%	22.2%	33.9%	
Maximum Green (s)	34.0	49.0	49.0	19.0	34.0	34.0	32.0	53.0	53.0	33.0	54.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	23.5	52.0	52.0	20.3	48.8	48.8	23.5	58.3	58.3	23.5	58.3	
Actuated g/C Ratio	0.13	0.29	0.29	0.11	0.27	0.27	0.13	0.32	0.32	0.13	0.32	
v/c Ratio	0.83	0.62	0.34	0.90	0.81	0.34	0.83	0.60	0.36	0.83	0.80	
Control Delay	104.7	59.4	9.7	103.9	69.1	16.2	93.0	52.8	18.8	97.4	51.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	104.7	59.4	9.7	103.9	69.1	16.2	93.0	52.8	18.8	97.4	51.2	
LOS	F	E	A	F	E	B	F	D	B	F	D	
Approach Delay		58.6			71.1			57.6			61.6	
Approach LOS		E			E			E			E	
Queue Length 50th (ft)	218	343	11	205	443	32	218	343	67	229	475	
Queue Length 95th (ft)	299	416	79	#315	#654	113	270	404	149	286	550	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	323	997	555	377	917	511	590	1606	585	608	1548	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.58	0.62	0.34	0.90	0.81	0.34	0.61	0.60	0.36	0.59	0.80	
Intersection Summary												
Cycle Length: 180												
Actuated Cycle Length: 180												
Offset: 86 (48%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Baseline

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: S Federal Hwy & E Hillsboro Blvd

2023 NO BUILD - PM

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.90

Intersection Signal Delay: 62.1

Intersection LOS: E

Intersection Capacity Utilization 95.7%

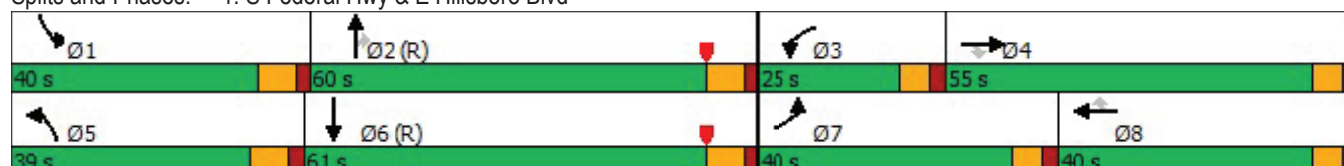
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2023 NO BUILD - PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	182	606	182	332	730	171	354	937	209	354	986	222
Future Volume (veh/h)	182	606	182	332	730	171	354	937	209	354	986	222
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1870	1885	1856	1856	1870	1885	1870	1870	1856	1870
Adj Flow Rate, veh/h	186	618	9	339	745	32	361	956	0	361	1006	197
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	1	2	1	3	3	2	1	2	2	3	2
Cap, veh/h	205	731	320	368	686	306	401	2219		397	1826	357
Arrive On Green	0.11	0.20	0.20	0.11	0.19	0.19	0.12	0.43	0.00	0.23	0.86	0.86
Sat Flow, veh/h	1781	3582	1566	3483	3526	1572	3456	5147	1585	3456	4250	831
Grp Volume(v), veh/h	186	618	9	339	745	32	361	956	0	361	799	404
Grp Sat Flow(s),veh/h/ln	1781	1791	1566	1742	1763	1572	1728	1716	1585	1728	1689	1703
Q Serve(g_s), s	18.6	29.9	0.8	17.4	35.0	3.0	18.6	23.4	0.0	18.3	11.4	11.4
Cycle Q Clear(g_c), s	18.6	29.9	0.8	17.4	35.0	3.0	18.6	23.4	0.0	18.3	11.4	11.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.49
Lane Grp Cap(c), veh/h	205	731	320	368	686	306	401	2219		397	1451	732
V/C Ratio(X)	0.91	0.85	0.03	0.92	1.09	0.10	0.90	0.43		0.91	0.55	0.55
Avail Cap(c_a), veh/h	336	975	426	368	686	306	614	2219		634	1451	732
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	78.7	68.9	57.3	79.8	72.5	59.6	78.5	35.8	0.0	68.4	8.0	8.0
Incr Delay (d2), s/veh	12.0	4.1	0.0	27.7	59.8	0.1	8.2	0.6	0.0	8.0	1.5	3.0
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	14.2	20.3	0.6	14.2	30.5	2.2	13.5	15.0	0.0	12.1	5.2	5.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	90.7	73.0	57.4	107.5	132.3	59.6	86.7	36.4	0.0	76.4	9.5	11.0
LnGrp LOS	F	E	E	F	F	E	F	D		E	A	B
Approach Vol, veh/h	813			1116			1317			1564		
Approach Delay, s/veh	76.9			122.7			50.2			25.3		
Approach LOS	E			F			D			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	27.7	84.6	25.0	42.7	27.9	84.4	26.7	41.0				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	33.0	53.0	19.0	49.0	32.0	54.0	34.0	34.0				
Max Q Clear Time (g_c+I1), s	20.3	25.4	19.4	31.9	20.6	13.4	20.6	37.0				
Green Ext Time (p_c), s	0.4	6.8	0.0	2.5	0.3	9.4	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay	63.4											
HCM 6th LOS	E											
Notes												
User approved pedestrian interval to be less than phase max green.												
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings
2: S Federal Hwy & NE Eller St/Mall Drwy

2023 NO BUILD - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	22	71	23	5	5	95	1109	11	24	1422	58
Future Volume (vph)	45	22	71	23	5	5	95	1109	11	24	1422	58
Adj. Flow (vph)	48	23	76	24	5	5	101	1180	12	26	1513	62
Lane Group Flow (vph)	48	99	0	0	34	0	101	1192	0	26	1575	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases		4			8		5	2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	10.0		10.0	10.0	
Minimum Split (s)	12.0	12.0		12.0	12.0		11.0	17.0		17.0	17.0	
Total Split (s)	32.0	32.0		32.0	32.0		18.0	58.0		40.0	40.0	
Total Split (%)	35.6%	35.6%		35.6%	35.6%		20.0%	64.4%		44.4%	44.4%	
Maximum Green (s)	26.0	26.0		26.0	26.0		11.0	51.0		33.0	33.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		5.0	5.0		5.0	5.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		7.0	7.0		7.0	7.0	
Lead/Lag							Lead			Lag	Lag	
Lead-Lag Optimize?							Yes			Yes	Yes	
Vehicle Extension (s)	2.0	2.0		2.0	2.0		1.5	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	C-Min		C-Min	C-Min	
Walk Time (s)	7.0	7.0						7.0		7.0	7.0	
Flash Dont Walk (s)	34.0	34.0						14.0		14.0	14.0	
Pedestrian Calls (#/hr)	0	0						0		0	0	
Act Effct Green (s)	8.2	8.2			8.2		71.2	72.6		62.5	62.5	
Actuated g/C Ratio	0.09	0.09			0.09		0.79	0.81		0.69	0.69	
v/c Ratio	0.41	0.48			0.27		0.39	0.30		0.10	0.47	
Control Delay	48.5	21.4			38.4		18.3	1.7		9.1	9.1	
Queue Delay	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay	48.5	21.4			38.4		18.3	1.7		9.1	9.1	
LOS	D	C			D		B	A		A	A	
Approach Delay		30.3			38.4			3.0			9.1	
Approach LOS		C			D			A			A	
Queue Length 50th (ft)	26	12			16		32	46		5	158	
Queue Length 95th (ft)	59	58			43		100	87		20	233	
Internal Link Dist (ft)		232			270			372			420	
Turn Bay Length (ft)							155			155		
Base Capacity (vph)	369	492			383		352	3953		269	3385	
Starvation Cap Reductn	0	0			0		0	0		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	0	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.13	0.20			0.09		0.29	0.30		0.10	0.47	
Intersection Summary												
Cycle Length: 90												
Actuated Cycle Length: 90												
Offset: 77 (86%), Referenced to phase 2:NBTL and 6:SBTL, Start of Yellow												

Baseline

Synchro 10 Report
Page 4

Lanes, Volumes, Timings 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 NO BUILD - PM

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.48

Intersection Signal Delay: 7.9

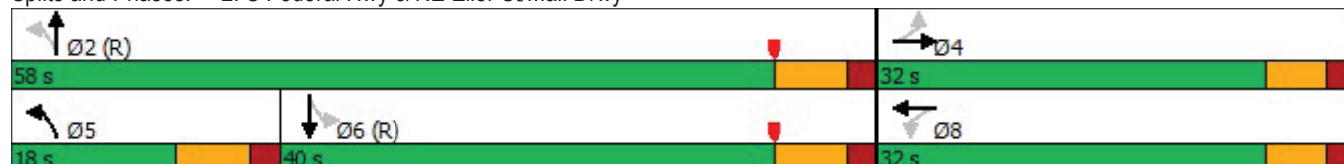
Intersection LOS: A

Intersection Capacity Utilization 59.3%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 2: S Federal Hwy & NE Eller St/Mall Drwy



HCM 6th Signalized Intersection Summary 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 NO BUILD - PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	45	22	71	23	5	5	95	1109	11	24	1422	58
Future Volume (veh/h)	45	22	71	23	5	5	95	1109	11	24	1422	58
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1900	1856	1841	1900	1900	1885	1870	1767	1811	1870	1841
Adj Flow Rate, veh/h	48	23	0	24	5	0	101	1180	9	26	1513	53
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	0	3	4	0	0	1	2	9	6	2	4
Cap, veh/h	191	138	0	147	24	0	326	4093	31	383	3364	118
Arrive On Green	0.07	0.07	0.00	0.07	0.07	0.00	0.08	1.00	1.00	0.66	0.66	0.66
Sat Flow, veh/h	1406	1900	0	1020	333	0	1795	5227	40	456	5064	177
Grp Volume(v), veh/h	48	23	0	29	0	0	101	768	421	26	1017	549
Grp Sat Flow(s),veh/h/ln	1406	1900	0	1354	0	0	1795	1702	1863	456	1702	1837
Q Serve(g_s), s	0.2	1.0	0.0	1.2	0.0	0.0	1.5	0.0	0.0	1.8	12.9	12.9
Cycle Q Clear(g_c), s	2.4	1.0	0.0	2.2	0.0	0.0	1.5	0.0	0.0	1.8	12.9	12.9
Prop In Lane	1.00		0.00	0.83		0.00	1.00		0.02	1.00		0.10
Lane Grp Cap(c), veh/h	191	138	0	171	0	0	326	2666	1459	383	2262	1220
V/C Ratio(X)	0.25	0.17	0.00	0.17	0.00	0.00	0.31	0.29	0.29	0.07	0.45	0.45
Avail Cap(c_a), veh/h	495	549	0	488	0	0	472	2666	1459	383	2262	1220
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	39.8	39.2	0.0	39.8	0.0	0.0	5.1	0.0	0.0	5.4	7.2	7.2
Incr Delay (d2), s/veh	0.3	0.2	0.0	0.2	0.0	0.0	0.2	0.3	0.5	0.3	0.6	1.2
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	1.8	0.9	0.0	1.1	0.0	0.0	0.6	0.2	0.4	0.3	6.7	7.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	40.0	39.4	0.0	40.0	0.0	0.0	5.3	0.3	0.5	5.7	7.9	8.4
LnGrp LOS	D	D	A	D	A	A	A	A	A	A	A	A
Approach Vol, veh/h	71			29			1290			1592		
Approach Delay, s/veh	39.8			40.0			0.7			8.0		
Approach LOS	D			D			A			A		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	77.5			12.5			66.8			12.5		
Change Period (Y+Rc), s	7.0			6.0			7.0			6.0		
Max Green Setting (Gmax), s	51.0			26.0			33.0			26.0		
Max Q Clear Time (g_c+I1), s	2.0			4.4			3.5			14.9		
Green Ext Time (p_c), s	9.2			0.1			0.0			9.9		
Intersection Summary												
HCM 6th Ctrl Delay	5.9											
HCM 6th LOS	A											
Notes												

Lanes, Volumes, Timings
11: S Federal Hwy & Site Driveway 1

2023 NO BUILD - PM

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations				  	  	
Traffic Volume (vph)	0	0	0	1215	1509	0
Future Volume (vph)	0	0	0	1215	1509	0
Adj. Flow (vph)	0	0	0	1321	1640	0
Lane Group Flow (vph)	0	0	0	1321	1640	0
Sign Control	Stop			Free	Free	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 32.5%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	↘
Traffic Vol, veh/h	0	0	0	1215	1509	0
Future Vol, veh/h	0	0	0	1215	1509	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	1321	1640	0
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	820	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	*565	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %		1		-	-	-
Mov Cap-1 Maneuver	-	*565	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	0	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	-		-	-		
HCM Lane V/C Ratio	-		-	-		
HCM Control Delay (s)	-		0	-		
HCM Lane LOS	-		A	-		
HCM 95th %tile Q(veh)	-		-	-		
Notes						
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon						

Lanes, Volumes, Timings
12: Shared Alley/Office Drwy & NE Eller St

2023 NO BUILD - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	119	5	2	123	0	2	0	9	1	0	0
Future Volume (vph)	0	119	5	2	123	0	2	0	9	1	0	0
Adj. Flow (vph)	0	124	5	2	128	0	2	0	9	1	0	0
Lane Group Flow (vph)	0	129	0	0	130	0	0	11	0	0	1	0
Sign Control	Free				Free				Stop		Stop	
Intersection Summary												
Control Type: Unsignalized												
Intersection Capacity Utilization 18.6%												
ICU Level of Service A												
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	119	5	2	123	0	2	0	9	1	0	0
Future Vol, veh/h	0	119	5	2	123	0	2	0	9	1	0	0
Conflicting Peds, #/hr	0	0	1	0	0	3	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	0	1	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	0	124	5	2	128	0	2	0	9	1	0	0
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	131	0	0	130	0	0	260	263	128	266	265	131
Stage 1	-	-	-	-	-	-	128	128	-	135	135	-
Stage 2	-	-	-	-	-	-	132	135	-	131	130	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1488	-	-	1468	-	-	749	677	927	741	675	982
Stage 1	-	-	-	-	-	-	881	794	-	923	813	-
Stage 2	-	-	-	-	-	-	927	813	-	877	792	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	1485	-	-	1467	-	-	747	675	926	732	673	980
Mov Cap-2 Maneuver	-	-	-	-	-	-	747	675	-	732	673	-
Stage 1	-	-	-	-	-	-	880	793	-	921	810	-
Stage 2	-	-	-	-	-	-	926	810	-	868	791	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.1			9.1			9.9		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	887	1485	-	-	1467	-	-	732				
HCM Lane V/C Ratio	0.013	-	-	-	0.001	-	-	0.001				
HCM Control Delay (s)	9.1	0	-	-	7.5	0	-	9.9				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0				

2023 BUILD CONDITIONS Capacity Analysis

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	232	739	307	207	593	194	198	921	340	187	620	192
Future Volume (vph)	232	739	307	207	593	194	198	921	340	187	620	192
Adj. Flow (vph)	244	778	323	218	624	204	208	969	358	197	653	202
Lane Group Flow (vph)	244	778	323	218	624	204	208	969	358	197	855	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	25.0	46.0	46.0	25.0	46.0	46.0	37.0	55.0	55.0	34.0	52.0	
Total Split (%)	15.6%	28.8%	28.8%	15.6%	28.8%	28.8%	23.1%	34.4%	34.4%	21.3%	32.5%	
Maximum Green (s)	19.0	40.0	40.0	19.0	40.0	40.0	30.0	48.0	48.0	27.0	45.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	30.1	49.8	49.8	14.5	34.2	34.2	14.0	55.6	55.6	14.1	55.7	
Actuated g/C Ratio	0.19	0.31	0.31	0.09	0.21	0.21	0.09	0.35	0.35	0.09	0.35	
v/c Ratio	0.77	0.74	0.50	0.73	0.85	0.49	0.72	0.57	0.54	0.72	0.52	
Control Delay	77.8	55.1	12.8	85.4	72.2	24.7	85.0	44.1	19.4	84.3	34.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	77.8	55.1	12.8	85.4	72.2	24.7	85.0	44.1	19.4	84.3	34.9	
LOS	E	E	B	F	E	C	F	D	B	F	C	
Approach Delay		49.1			65.7			43.9			44.1	
Approach LOS		D			E			D			D	
Queue Length 50th (ft)	245	384	47	116	334	72	111	302	118	108	199	
Queue Length 95th (ft)	#481	#526	154	159	391	151	154	351	224	153	227	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	318	1045	650	390	855	470	622	1708	663	523	1639	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.77	0.74	0.50	0.56	0.73	0.43	0.33	0.57	0.54	0.38	0.52	
Intersection Summary												
Cycle Length: 160												
Actuated Cycle Length: 160												
Offset: 140 (88%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Baseline

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD - AM

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.85

Intersection Signal Delay: 49.9

Intersection LOS: D

Intersection Capacity Utilization 92.1%

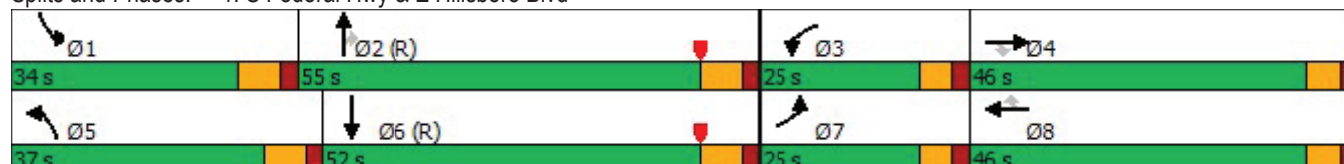
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD - AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	232	739	307	207	593	194	198	921	340	187	620	192
Future Volume (veh/h)	232	739	307	207	593	194	198	921	340	187	620	192
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1856	1841	1885	1856	1870	1885	1870	1870	1870	1767	1826	1870
Adj Flow Rate, veh/h	244	778	48	218	624	75	208	969	0	197	653	150
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	4	1	3	2	1	2	2	2	9	5	2
Cap, veh/h	210	873	394	261	736	327	253	2244		236	1781	403
Arrive On Green	0.12	0.25	0.25	0.08	0.21	0.21	0.07	0.44	0.00	0.14	0.88	0.88
Sat Flow, veh/h	1767	3497	1578	3428	3554	1581	3456	5106	1585	3264	4060	918
Grp Volume(v), veh/h	244	778	48	218	624	75	208	969	0	197	533	270
Grp Sat Flow(s),veh/h/ln	1767	1749	1578	1714	1777	1581	1728	1702	1585	1632	1662	1655
Q Serve(g_s), s	19.0	34.4	3.8	10.0	27.0	6.3	9.5	21.0	0.0	9.4	4.6	4.8
Cycle Q Clear(g_c), s	19.0	34.4	3.8	10.0	27.0	6.3	9.5	21.0	0.0	9.4	4.6	4.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.55
Lane Grp Cap(c), veh/h	210	873	394	261	736	327	253	2244		236	1458	726
V/C Ratio(X)	1.16	0.89	0.12	0.83	0.85	0.23	0.82	0.43		0.83	0.37	0.37
Avail Cap(c_a), veh/h	210	874	395	407	888	395	648	2244		551	1458	726
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	70.5	57.9	46.5	72.9	61.0	52.8	73.1	31.0	0.0	67.5	5.8	5.8
Incr Delay (d2), s/veh	113.0	11.0	0.1	4.8	5.7	0.1	2.6	0.6	0.0	2.9	0.7	1.5
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	23.0	23.1	2.7	8.1	18.6	4.6	7.6	13.5	0.0	6.7	2.6	2.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	183.5	69.0	46.5	77.7	66.7	52.9	75.7	31.6	0.0	70.4	6.5	7.3
LnGrp LOS	F	E	D	E	E	D	E	C		E	A	A
Approach Vol, veh/h	1070			917			1177			1000		
Approach Delay, s/veh	94.1			68.2			39.4			19.3		
Approach LOS	F			E			D			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.6	77.3	18.2	45.9	18.7	77.2	25.0	39.1				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	27.0	48.0	19.0	40.0	30.0	45.0	19.0	40.0				
Max Q Clear Time (g_c+I1), s	11.4	23.0	12.0	36.4	11.5	6.8	21.0	29.0				
Green Ext Time (p_c), s	0.2	6.7	0.2	1.4	0.2	5.5	0.0	2.3				
Intersection Summary												
HCM 6th Ctrl Delay	55.0											
HCM 6th LOS	D											
Notes												
User approved pedestrian interval to be less than phase max green.												
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings
2: S Federal Hwy & NE Eller St/Mall Drwy

2023 BUILD - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	40	2	73	6	5	47	110	1146	31	28	807	32
Future Volume (vph)	40	2	73	6	5	47	110	1146	31	28	807	32
Adj. Flow (vph)	43	2	78	6	5	51	118	1232	33	30	868	34
Lane Group Flow (vph)	43	80	0	0	62	0	118	1265	0	30	902	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases		4			8		5	2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	10.0		10.0	10.0	
Minimum Split (s)	12.0	12.0		12.0	12.0		11.0	17.0		17.0	17.0	
Total Split (s)	32.0	32.0		32.0	32.0		17.0	48.0		31.0	31.0	
Total Split (%)	40.0%	40.0%		40.0%	40.0%		21.3%	60.0%		38.8%	38.8%	
Maximum Green (s)	26.0	26.0		26.0	26.0		10.0	41.0		24.0	24.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		5.0	5.0		5.0	5.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		7.0	7.0		7.0	7.0	
Lead/Lag							Lead			Lag	Lag	
Lead-Lag Optimize?							Yes			Yes	Yes	
Vehicle Extension (s)	2.0	2.0		2.0	2.0		1.5	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	C-Min		C-Min	C-Min	
Walk Time (s)	7.0	7.0						7.0		7.0	7.0	
Flash Dont Walk (s)	34.0	34.0						14.0		14.0	14.0	
Pedestrian Calls (#/hr)	0	0						0		0	0	
Act Effct Green (s)	8.5	8.5			8.5		60.9	62.3		51.8	51.8	
Actuated g/C Ratio	0.11	0.11			0.11		0.76	0.78		0.65	0.65	
v/c Ratio	0.43	0.36			0.30		0.27	0.33		0.12	0.29	
Control Delay	45.1	13.1			18.6		3.7	1.5		11.4	8.9	
Queue Delay	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay	45.1	13.1			18.6		3.7	1.5		11.4	8.9	
LOS	D	B			B		A	A		B	A	
Approach Delay		24.3			18.6			1.7			9.0	
Approach LOS		C			B			A			A	
Queue Length 50th (ft)	21	1			9		10	43		6	76	
Queue Length 95th (ft)	50	38			41		m28	54		24	124	
Internal Link Dist (ft)		232			270			372			420	
Turn Bay Length (ft)							155			155		
Base Capacity (vph)	310	520			544		506	3808		247	3120	
Starvation Cap Reductn	0	0			0		0	0		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	0	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.14	0.15			0.11		0.23	0.33		0.12	0.29	
Intersection Summary												
Cycle Length: 80												
Actuated Cycle Length: 80												
Offset: 53 (66%), Referenced to phase 2:NBTL and 6:SBTL, Start of Yellow												

Baseline

Synchro 10 Report
Page 4

Lanes, Volumes, Timings 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 BUILD - AM

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.43

Intersection Signal Delay: 5.9

Intersection LOS: A

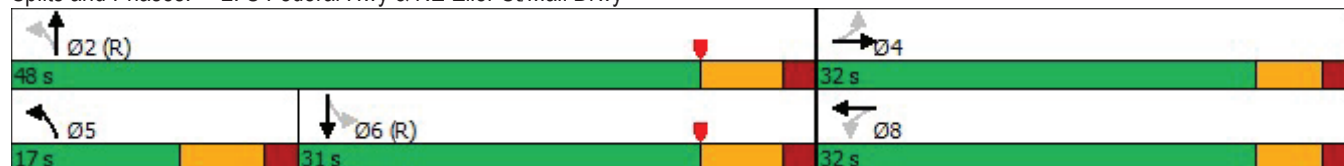
Intersection Capacity Utilization 58.4%

ICU Level of Service B

Analysis Period (min) 15

m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 2: S Federal Hwy & NE Eller St/Mall Drwy



HCM 6th Signalized Intersection Summary 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 BUILD - AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	2	73	6	5	47	110	1146	31	28	807	32
Future Volume (veh/h)	40	2	73	6	5	47	110	1146	31	28	807	32
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1411	1900	1841	1900	1900	1870	1841	1870	1856	1900	1856	1693
Adj Flow Rate, veh/h	43	2	0	6	5	5	118	1232	25	30	868	26
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	33	0	4	0	0	2	4	2	3	0	3	14
Cap, veh/h	158	117	0	85	48	32	519	3996	81	378	3244	97
Arrive On Green	0.06	0.06	0.00	0.06	0.06	0.06	0.09	1.00	1.00	0.64	0.64	0.64
Sat Flow, veh/h	1060	1900	0	374	781	525	1753	5151	105	448	5054	151
Grp Volume(v), veh/h	43	2	0	16	0	0	118	814	443	30	580	314
Grp Sat Flow(s),veh/h/ln	1060	1900	0	1680	0	0	1753	1702	1851	448	1689	1828
Q Serve(g_s), s	2.3	0.1	0.0	0.0	0.0	0.0	1.7	0.0	0.0	2.1	5.9	6.0
Cycle Q Clear(g_c), s	3.0	0.1	0.0	0.7	0.0	0.0	1.7	0.0	0.0	2.1	5.9	6.0
Prop In Lane	1.00		0.00	0.37		0.31	1.00		0.06	1.00		0.08
Lane Grp Cap(c), veh/h	158	117	0	166	0	0	519	2641	1436	378	2168	1174
V/C Ratio(X)	0.27	0.02	0.00	0.10	0.00	0.00	0.23	0.31	0.31	0.08	0.27	0.27
Avail Cap(c_a), veh/h	437	618	0	589	0	0	657	2641	1436	378	2168	1174
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	36.6	35.3	0.0	35.5	0.0	0.0	3.8	0.0	0.0	5.5	6.2	6.2
Incr Delay (d2), s/veh	0.3	0.0	0.0	0.1	0.0	0.0	0.1	0.3	0.6	0.4	0.3	0.6
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	1.5	0.1	0.0	0.5	0.0	0.0	0.6	0.2	0.4	0.3	2.9	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.9	35.3	0.0	35.6	0.0	0.0	3.9	0.3	0.6	5.9	6.5	6.8
LnGrp LOS	D	D	A	D	A	A	A	A	A	A	A	A
Approach Vol, veh/h	45			16			1375			924		
Approach Delay, s/veh	36.8			35.6			0.7			6.6		
Approach LOS	D			D			A			A		
Timer - Assigned Phs	2			4		5	6	8				
Phs Duration (G+Y+Rc), s	69.1			10.9		10.7	58.4	10.9				
Change Period (Y+Rc), s	7.0			6.0		7.0	7.0	6.0				
Max Green Setting (Gmax), s	41.0			26.0		10.0	24.0	26.0				
Max Q Clear Time (g_c+I1), s	2.0			5.0		3.7	8.0	2.7				
Green Ext Time (p_c), s	9.7			0.1		0.0	5.2	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			3.9									
HCM 6th LOS			A									
Notes												

Lanes, Volumes, Timings
11: S Federal Hwy & Site Driveway 1

2023 BUILD - AM

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations				  	  	
Traffic Volume (vph)	0	63	0	1288	847	81
Future Volume (vph)	0	63	0	1288	847	81
Adj. Flow (vph)	0	68	0	1400	921	88
Lane Group Flow (vph)	0	68	0	1400	1009	0
Sign Control	Stop			Free	Free	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 28.7%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	↘
Traffic Vol, veh/h	0	63	0	1288	847	81
Future Vol, veh/h	0	63	0	1288	847	81
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	68	0	1400	921	88
Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	505	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	*749	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %		1		-	-	-
Mov Cap-1 Maneuver	-	*749	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s	10.3		0		0	
HCM LOS	B					
Minor Lane/Major Mvmt	NBT EBLn1		SBT		SBR	
Capacity (veh/h)	- 749		-		-	
HCM Lane V/C Ratio	- 0.091		-		-	
HCM Control Delay (s)	- 10.3		-		-	
HCM Lane LOS	- B		-		-	
HCM 95th %tile Q(veh)	- 0.3		-		-	
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

Lanes, Volumes, Timings
12: Shared Alley/Office Drwy & NE Eller St

2023 BUILD - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	89	13	15	80	0	3	0	34	0	0	1
Future Volume (vph)	0	89	13	15	80	0	3	0	34	0	0	1
Adj. Flow (vph)	0	116	17	19	104	0	4	0	44	0	0	1
Lane Group Flow (vph)	0	133	0	0	123	0	0	48	0	0	1	0
Sign Control	Free			Free			Stop			Stop		
Intersection Summary												
Control Type: Unsignalized												
Intersection Capacity Utilization 23.5% ICU Level of Service A												
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	89	13	15	80	0	3	0	34	0	0	1
Future Vol, veh/h	0	89	13	15	80	0	3	0	34	0	0	1
Conflicting Peds, #/hr	0	0	1	0	0	4	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	77	77	77	77	77	77	77	77	77	77	77	77
Heavy Vehicles, %	0	7	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	0	116	17	19	104	0	4	0	44	0	0	1
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	108	0	0	134	0	0	269	272	126	293	280	108
Stage 1	-	-	-	-	-	-	126	126	-	146	146	-
Stage 2	-	-	-	-	-	-	143	146	-	147	134	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1509	-	-	1463	-	-	718	657	930	691	649	989
Stage 1	-	-	-	-	-	-	883	796	-	891	793	-
Stage 2	-	-	-	-	-	-	893	793	-	860	789	-
Platoon blocked, %	1	-	-	-	-	-	1	1	-	1	1	1
Mov Cap-1 Maneuver	1505	-	-	1462	-	-	709	645	929	649	638	986
Mov Cap-2 Maneuver	-	-	-	-	-	-	709	645	-	649	638	-
Stage 1	-	-	-	-	-	-	882	795	-	888	780	-
Stage 2	-	-	-	-	-	-	880	780	-	819	788	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			1.2			9.2			8.7		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	906	1505	-	-	1462	-	-	986				
HCM Lane V/C Ratio	0.053	-	-	-	0.013	-	-	0.001				
HCM Control Delay (s)	9.2	0	-	-	7.5	0	-	8.7				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0				

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	189	606	182	332	730	177	354	948	209	366	1002	230
Future Volume (vph)	189	606	182	332	730	177	354	948	209	366	1002	230
Adj. Flow (vph)	193	618	186	339	745	181	361	967	213	373	1022	235
Lane Group Flow (vph)	193	618	186	339	745	181	361	967	213	373	1257	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	40.0	55.0	55.0	25.0	40.0	40.0	39.0	60.0	60.0	40.0	61.0	
Total Split (%)	22.2%	30.6%	30.6%	13.9%	22.2%	22.2%	21.7%	33.3%	33.3%	22.2%	33.9%	
Maximum Green (s)	34.0	49.0	49.0	19.0	34.0	34.0	32.0	53.0	53.0	33.0	54.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	24.2	51.6	51.6	20.0	47.4	47.4	23.5	58.2	58.2	24.2	58.9	
Actuated g/C Ratio	0.13	0.29	0.29	0.11	0.26	0.26	0.13	0.32	0.32	0.13	0.33	
v/c Ratio	0.84	0.62	0.34	0.91	0.83	0.36	0.83	0.60	0.36	0.84	0.80	
Control Delay	104.5	59.7	9.7	106.1	71.3	18.0	93.0	53.1	18.9	94.5	49.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	104.5	59.7	9.7	106.1	71.3	18.0	93.0	53.1	18.9	94.5	49.5	
LOS	F	E	A	F	E	B	F	D	B	F	D	
Approach Delay		59.0			73.0			57.7			59.8	
Approach LOS		E			E			E			E	
Queue Length 50th (ft)	226	343	11	207	450	39	218	346	67	236	482	
Queue Length 95th (ft)	310	416	79	#315	#665	123	270	412	150	294	502	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	323	991	552	372	893	502	590	1604	584	608	1564	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.60	0.62	0.34	0.91	0.83	0.36	0.61	0.60	0.36	0.61	0.80	
Intersection Summary												
Cycle Length: 180												
Actuated Cycle Length: 180												
Offset: 86 (48%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Baseline

Synchro 10 Report
Page 1

Lanes, Volumes, Timings

1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD - PM

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.91

Intersection Signal Delay: 62.1

Intersection LOS: E

Intersection Capacity Utilization 95.7%

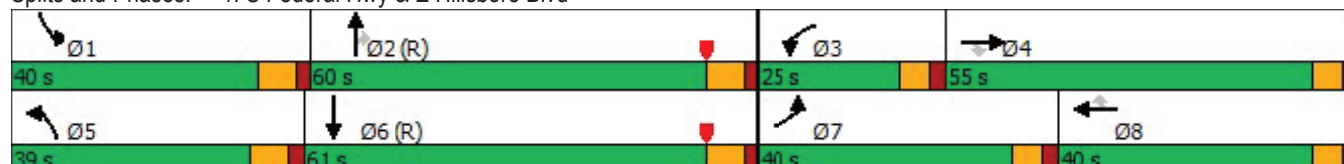
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD - PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	189	606	182	332	730	177	354	948	209	366	1002	230
Future Volume (veh/h)	189	606	182	332	730	177	354	948	209	366	1002	230
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1870	1885	1856	1856	1870	1885	1870	1870	1856	1870
Adj Flow Rate, veh/h	193	618	9	339	745	39	361	967	0	373	1022	204
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	1	2	1	3	3	2	1	2	2	3	2
Cap, veh/h	212	731	320	368	673	300	401	2201		409	1820	363
Arrive On Green	0.12	0.20	0.20	0.11	0.19	0.19	0.12	0.43	0.00	0.24	0.86	0.86
Sat Flow, veh/h	1781	3582	1566	3483	3526	1572	3456	5147	1585	3456	4234	844
Grp Volume(v), veh/h	193	618	9	339	745	39	361	967	0	373	815	411
Grp Sat Flow(s),veh/h/ln	1781	1791	1566	1742	1763	1572	1728	1716	1585	1728	1689	1701
Q Serve(g_s), s	19.3	29.9	0.8	17.4	34.3	3.7	18.6	23.8	0.0	18.9	11.8	11.8
Cycle Q Clear(g_c), s	19.3	29.9	0.8	17.4	34.3	3.7	18.6	23.8	0.0	18.9	11.8	11.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.50
Lane Grp Cap(c), veh/h	212	731	320	368	673	300	401	2201		409	1451	731
V/C Ratio(X)	0.91	0.85	0.03	0.92	1.11	0.13	0.90	0.44		0.91	0.56	0.56
Avail Cap(c_a), veh/h	336	975	426	368	673	300	614	2201		634	1451	731
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	78.4	68.9	57.3	79.8	72.8	60.4	78.5	36.3	0.0	67.8	8.0	8.0
Incr Delay (d2), s/veh	14.0	4.1	0.0	27.7	68.0	0.1	8.2	0.6	0.0	9.1	1.6	3.1
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	14.8	20.3	0.6	14.2	31.2	2.7	13.5	15.3	0.0	12.5	5.4	6.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	92.3	73.0	57.4	107.5	140.9	60.5	86.7	36.9	0.0	76.9	9.6	11.2
LnGrp LOS	F	E	E	F	F	E	F	D		E	A	B
Approach Vol, veh/h	820			1123			1328			1599		
Approach Delay, s/veh	77.4			128.0			50.5			25.7		
Approach LOS	E			F			D			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	28.3	84.0	25.0	42.7	27.9	84.4	27.4	40.3				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	33.0	53.0	19.0	49.0	32.0	54.0	34.0	34.0				
Max Q Clear Time (g_c+l1), s	20.9	25.8	19.4	31.9	20.6	13.8	21.3	36.3				
Green Ext Time (p_c), s	0.4	6.8	0.0	2.5	0.3	9.6	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay	64.8											
HCM 6th LOS	E											
Notes												
User approved pedestrian interval to be less than phase max green.												
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings
2: S Federal Hwy & NE Eller St/Mall Drwy

2023 BUILD - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	69	22	71	23	5	5	133	1100	11	24	1433	58
Future Volume (vph)	69	22	71	23	5	5	133	1100	11	24	1433	58
Adj. Flow (vph)	73	23	76	24	5	5	141	1170	12	26	1524	62
Lane Group Flow (vph)	73	99	0	0	34	0	141	1182	0	26	1586	0
Turn Type	Perm	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases		4			8		5	2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	6.0	6.0		6.0	6.0		4.0	10.0		10.0	10.0	
Minimum Split (s)	12.0	12.0		12.0	12.0		11.0	17.0		17.0	17.0	
Total Split (s)	32.0	32.0		32.0	32.0		18.0	58.0		40.0	40.0	
Total Split (%)	35.6%	35.6%		35.6%	35.6%		20.0%	64.4%		44.4%	44.4%	
Maximum Green (s)	26.0	26.0		26.0	26.0		11.0	51.0		33.0	33.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		5.0	5.0		5.0	5.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0			6.0		7.0	7.0		7.0	7.0	
Lead/Lag							Lead			Lag	Lag	
Lead-Lag Optimize?							Yes			Yes	Yes	
Vehicle Extension (s)	2.0	2.0		2.0	2.0		1.5	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	C-Min		C-Min	C-Min	
Walk Time (s)	7.0	7.0						7.0		7.0	7.0	
Flash Dont Walk (s)	34.0	34.0						14.0		14.0	14.0	
Pedestrian Calls (#/hr)	0	0						0		0	0	
Act Effct Green (s)	9.8	9.8			9.8		69.6	71.0		56.2	56.2	
Actuated g/C Ratio	0.11	0.11			0.11		0.77	0.79		0.62	0.62	
v/c Ratio	0.53	0.42			0.23		0.54	0.31		0.11	0.52	
Control Delay	50.6	18.5			34.8		30.3	2.1		11.5	11.7	
Queue Delay	0.0	0.0			0.0		0.0	0.0		0.0	0.0	
Total Delay	50.6	18.5			34.8		30.3	2.1		11.5	11.7	
LOS	D	B			C		C	A		B	B	
Approach Delay		32.2			34.8			5.1			11.7	
Approach LOS		C			C			A			B	
Queue Length 50th (ft)	40	12			15		81	51		6	174	
Queue Length 95th (ft)	80	56			42		152	99		23	279	
Internal Link Dist (ft)		232			270			372			420	
Turn Bay Length (ft)							155			155		
Base Capacity (vph)	369	492			383		338	3866		245	3044	
Starvation Cap Reductn	0	0			0		0	0		0	0	
Spillback Cap Reductn	0	0			0		0	0		0	0	
Storage Cap Reductn	0	0			0		0	0		0	0	
Reduced v/c Ratio	0.20	0.20			0.09		0.42	0.31		0.11	0.52	
Intersection Summary												
Cycle Length: 90												
Actuated Cycle Length: 90												
Offset: 77 (86%), Referenced to phase 2:NBTL and 6:SBTL, Start of Yellow												

Baseline

Synchro 10 Report
Page 4

Lanes, Volumes, Timings 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 BUILD - PM

Natural Cycle: 55

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.54

Intersection Signal Delay: 10.3

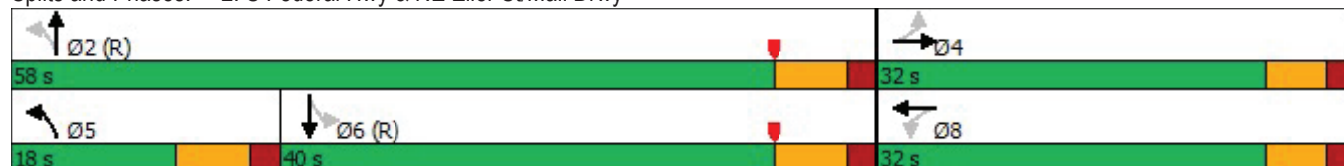
Intersection LOS: B

Intersection Capacity Utilization 61.6%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 2: S Federal Hwy & NE Eller St/Mall Drwy



HCM 6th Signalized Intersection Summary 2: S Federal Hwy & NE Eller St/Mall Drwy

2023 BUILD - PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	69	22	71	23	5	5	133	1100	11	24	1433	58
Future Volume (veh/h)	69	22	71	23	5	5	133	1100	11	24	1433	58
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	0.99		1.00	1.00		1.00	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1900	1856	1841	1900	1900	1885	1870	1767	1811	1870	1841
Adj Flow Rate, veh/h	73	23	0	24	5	0	141	1170	9	26	1524	53
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	0	3	4	0	0	1	2	9	6	2	4
Cap, veh/h	195	144	0	151	25	0	329	4076	31	382	3323	116
Arrive On Green	0.08	0.08	0.00	0.08	0.08	0.00	0.09	1.00	1.00	0.66	0.66	0.66
Sat Flow, veh/h	1406	1900	0	1029	330	0	1795	5227	40	460	5065	176
Grp Volume(v), veh/h	73	23	0	29	0	0	141	762	417	26	1024	553
Grp Sat Flow(s),veh/h/ln	1406	1900	0	1360	0	0	1795	1702	1863	460	1702	1837
Q Serve(g_s), s	1.8	1.0	0.0	1.2	0.0	0.0	2.2	0.0	0.0	1.9	13.3	13.3
Cycle Q Clear(g_c), s	4.0	1.0	0.0	2.2	0.0	0.0	2.2	0.0	0.0	1.9	13.3	13.3
Prop In Lane	1.00		0.00	0.83		0.00	1.00		0.02	1.00		0.10
Lane Grp Cap(c), veh/h	195	144	0	176	0	0	329	2654	1453	382	2233	1205
V/C Ratio(X)	0.37	0.16	0.00	0.16	0.00	0.00	0.43	0.29	0.29	0.07	0.46	0.46
Avail Cap(c_a), veh/h	495	549	0	488	0	0	466	2654	1453	382	2233	1205
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	40.2	38.9	0.0	39.5	0.0	0.0	5.7	0.0	0.0	5.6	7.6	7.6
Incr Delay (d2), s/veh	0.4	0.2	0.0	0.2	0.0	0.0	0.3	0.3	0.5	0.3	0.7	1.3
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	2.8	0.9	0.0	1.1	0.0	0.0	0.9	0.2	0.4	0.3	7.0	7.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	40.6	39.1	0.0	39.7	0.0	0.0	6.0	0.3	0.5	6.0	8.3	8.9
LnGrp LOS	D	D	A	D	A	A	A	A	A	A	A	A
Approach Vol, veh/h	96			29			1320			1603		
Approach Delay, s/veh	40.2			39.7			1.0			8.5		
Approach LOS	D			D			A			A		
Timer - Assigned Phs	2			4		5		6		8		
Phs Duration (G+Y+Rc), s	77.2			12.8		11.1		66.0		12.8		
Change Period (Y+Rc), s	7.0			6.0		7.0		7.0		6.0		
Max Green Setting (Gmax), s	51.0			26.0		11.0		33.0		26.0		
Max Q Clear Time (g_c+I1), s	2.0			6.0		4.2		15.3		4.2		
Green Ext Time (p_c), s	9.1			0.1		0.1		9.8		0.1		
Intersection Summary												
HCM 6th Ctrl Delay	6.5											
HCM 6th LOS	A											
Notes												

Lanes, Volumes, Timings
11: S Federal Hwy & Site Driveway 1

2023 BUILD - PM

						
Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations				  	  	
Traffic Volume (vph)	0	65	0	1244	1480	68
Future Volume (vph)	0	65	0	1244	1480	68
Adj. Flow (vph)	0	71	0	1352	1609	74
Lane Group Flow (vph)	0	71	0	1352	1683	0
Sign Control	Stop			Free	Free	
Intersection Summary						
Control Type: Unsignalized						
Intersection Capacity Utilization 40.8%				ICU Level of Service A		
Analysis Period (min) 15						

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	↘
Traffic Vol, veh/h	0	65	0	1244	1480	68
Future Vol, veh/h	0	65	0	1244	1480	68
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	71	0	1352	1609	74
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	842	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	*594	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %		1		-	-	-
Mov Cap-1 Maneuver	-	*594	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	11.9	0		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	- 594		-	-		
HCM Lane V/C Ratio	- 0.119		-	-		
HCM Control Delay (s)	- 11.9		-	-		
HCM Lane LOS	- B		-	-		
HCM 95th %tile Q(veh)	- 0.4		-	-		
Notes						
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon

Lanes, Volumes, Timings
12: Shared Alley/Office Drwy & NE Eller St

2023 BUILD - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	117	9	12	123	0	4	0	35	1	0	0
Future Volume (vph)	0	117	9	12	123	0	4	0	35	1	0	0
Adj. Flow (vph)	0	122	9	13	128	0	4	0	36	1	0	0
Lane Group Flow (vph)	0	131	0	0	141	0	0	40	0	0	1	0
Sign Control	Free				Free				Stop			
Intersection Summary												
Control Type: Unsignalized												
Intersection Capacity Utilization 26.4%												
ICU Level of Service A												
Analysis Period (min) 15												

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	117	9	12	123	0	4	0	35	1	0	0
Future Vol, veh/h	0	117	9	12	123	0	4	0	35	1	0	0
Conflicting Peds, #/hr	0	0	1	0	0	3	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	100	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	0	1	0	0	2	0	0	0	0	0	0	0
Mvmt Flow	0	122	9	13	128	0	4	0	36	1	0	0
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	131	0	0	132	0	0	282	285	128	302	289	131
Stage 1	-	-	-	-	-	-	128	128	-	157	157	-
Stage 2	-	-	-	-	-	-	154	157	-	145	132	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1488	-	-	1466	-	-	723	658	927	700	654	982
Stage 1	-	-	-	-	-	-	881	794	-	896	794	-
Stage 2	-	-	-	-	-	-	900	794	-	863	791	-
Platoon blocked, %	1	-	-		-	-	1	1		1	1	1
Mov Cap-1 Maneuver	1485	-	-	1465	-	-	717	649	926	665	646	980
Mov Cap-2 Maneuver	-	-	-	-	-	-	717	649	-	665	646	-
Stage 1	-	-	-	-	-	-	880	793	-	894	785	-
Stage 2	-	-	-	-	-	-	891	785	-	829	790	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.7			9.2			10.4		
HCM LOS							A			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	899	1485	-	-	1465	-	-	665				
HCM Lane V/C Ratio	0.045	-	-	-	0.009	-	-	0.002				
HCM Control Delay (s)	9.2	0	-	-	7.5	0	-	10.4				
HCM Lane LOS	A	A	-	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-	-	0				

2023 BUILD IMPROVED CONDITIONS
(Improvements for Informational Purposes)
Capacity Analysis

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD IMP - AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	232	739	307	207	593	194	198	921	340	187	620	192
Future Volume (vph)	232	739	307	207	593	194	198	921	340	187	620	192
Adj. Flow (vph)	244	778	323	218	624	204	208	969	358	197	653	202
Lane Group Flow (vph)	244	778	323	218	624	204	208	969	358	197	855	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	26.0	48.0	48.0	24.0	46.0	46.0	36.0	55.0	55.0	33.0	52.0	
Total Split (%)	16.3%	30.0%	30.0%	15.0%	28.8%	28.8%	22.5%	34.4%	34.4%	20.6%	32.5%	
Maximum Green (s)	20.0	42.0	42.0	18.0	40.0	40.0	29.0	48.0	48.0	26.0	45.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	30.5	49.9	49.9	14.5	34.0	34.0	14.0	55.5	55.5	14.1	55.6	
Actuated g/C Ratio	0.19	0.31	0.31	0.09	0.21	0.21	0.09	0.35	0.35	0.09	0.35	
v/c Ratio	0.76	0.74	0.49	0.73	0.86	0.49	0.72	0.57	0.54	0.72	0.52	
Control Delay	76.7	55.0	12.3	85.2	73.0	24.9	85.0	44.3	19.5	84.5	34.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	76.7	55.0	12.3	85.2	73.0	24.9	85.0	44.3	19.5	84.5	34.9	
LOS	E	E	B	F	E	C	F	D	B	F	C	
Approach Delay		48.7			66.2			44.0			44.2	
Approach LOS		D			E			D			D	
Queue Length 50th (ft)	243	380	43	116	333	72	111	306	119	109	199	
Queue Length 95th (ft)	#473	#520	148	159	391	151	154	354	225	153	227	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	322	1047	654	373	855	470	601	1704	662	504	1636	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.76	0.74	0.49	0.58	0.73	0.43	0.35	0.57	0.54	0.39	0.52	
Intersection Summary												
Cycle Length: 160												
Actuated Cycle Length: 160												
Offset: 140 (88%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.86

Intersection Signal Delay: 50.0

Intersection LOS: D

Intersection Capacity Utilization 92.1%

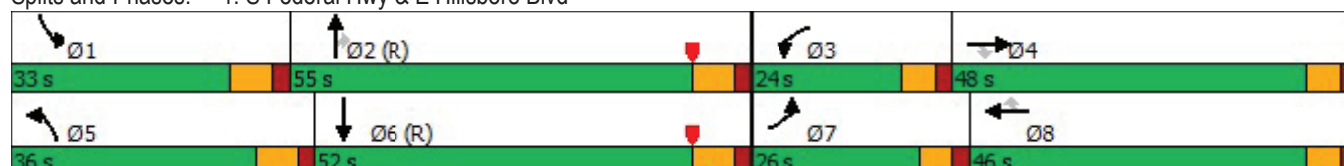
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD IMP - AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	232	739	307	207	593	194	198	921	340	187	620	192
Future Volume (veh/h)	232	739	307	207	593	194	198	921	340	187	620	192
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1856	1841	1885	1856	1870	1885	1870	1870	1870	1767	1826	1870
Adj Flow Rate, veh/h	244	778	44	218	624	75	208	969	0	197	653	150
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	4	1	3	2	1	2	2	2	9	5	2
Cap, veh/h	221	895	404	261	736	327	253	2212		236	1756	397
Arrive On Green	0.13	0.26	0.26	0.08	0.21	0.21	0.07	0.43	0.00	0.14	0.86	0.86
Sat Flow, veh/h	1767	3497	1579	3428	3554	1581	3456	5106	1585	3264	4060	918
Grp Volume(v), veh/h	244	778	44	218	624	75	208	969	0	197	533	270
Grp Sat Flow(s),veh/h/ln	1767	1749	1579	1714	1777	1581	1728	1702	1585	1632	1662	1655
Q Serve(g_s), s	20.0	34.1	3.4	10.0	27.0	6.3	9.5	21.2	0.0	9.4	5.1	5.2
Cycle Q Clear(g_c), s	20.0	34.1	3.4	10.0	27.0	6.3	9.5	21.2	0.0	9.4	5.1	5.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.55
Lane Grp Cap(c), veh/h	221	895	404	261	736	327	253	2212		236	1437	716
V/C Ratio(X)	1.10	0.87	0.11	0.84	0.85	0.23	0.82	0.44		0.83	0.37	0.38
Avail Cap(c_a), veh/h	221	918	414	386	888	395	626	2212		530	1437	716
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	70.0	57.0	45.6	72.9	61.0	52.8	73.1	31.7	0.0	67.5	6.5	6.5
Incr Delay (d2), s/veh	91.4	8.4	0.0	6.5	5.7	0.1	2.6	0.6	0.0	3.0	0.7	1.5
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	21.8	22.6	2.4	8.2	18.6	4.6	7.6	13.6	0.0	6.7	2.8	3.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	161.4	65.4	45.6	79.4	66.7	52.9	75.7	32.4	0.0	70.4	7.2	8.0
LnGrp LOS	F	E	D	E	E	D	E	C		E	A	A
Approach Vol, veh/h	1066			917			1177			1000		
Approach Delay, s/veh	86.5			68.6			40.0			19.9		
Approach LOS	F			E			D			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.6	76.3	18.2	46.9	18.7	76.2	26.0	39.1				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	26.0	48.0	18.0	42.0	29.0	45.0	20.0	40.0				
Max Q Clear Time (g_c+I1), s	11.4	23.2	12.0	36.1	11.5	7.2	22.0	29.0				
Green Ext Time (p_c), s	0.2	6.7	0.1	2.0	0.2	5.5	0.0	2.3				
Intersection Summary												
HCM 6th Ctrl Delay	53.4											
HCM 6th LOS	D											
Notes												
User approved pedestrian interval to be less than phase max green.												
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.												

Lanes, Volumes, Timings
1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD IMP - PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	189	606	182	332	730	177	354	948	209	366	1002	230
Future Volume (vph)	189	606	182	332	730	177	354	948	209	366	1002	230
Adj. Flow (vph)	193	618	186	339	745	181	361	967	213	373	1022	235
Lane Group Flow (vph)	193	618	186	339	745	181	361	967	213	373	1257	0
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	
Switch Phase												
Minimum Initial (s)	5.0	6.0	6.0	5.0	6.0	6.0	5.0	10.0	10.0	5.0	10.0	
Minimum Split (s)	11.0	12.0	12.0	11.0	12.0	12.0	12.0	17.0	17.0	12.0	17.0	
Total Split (s)	41.0	54.0	54.0	28.0	41.0	41.0	35.0	62.0	62.0	36.0	63.0	
Total Split (%)	22.8%	30.0%	30.0%	15.6%	22.8%	22.8%	19.4%	34.4%	34.4%	20.0%	35.0%	
Maximum Green (s)	35.0	48.0	48.0	22.0	35.0	35.0	28.0	55.0	55.0	29.0	56.0	
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	7.0	7.0	7.0	
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	1.5	2.0	2.0	1.5	2.0	2.0	1.5	3.0	3.0	1.5	3.0	
Recall Mode	None	None	None	None	None	None	None	C-Min	C-Min	None	C-Min	
Walk Time (s)		7.0	7.0		7.0	7.0		7.0	7.0		7.0	
Flash Dont Walk (s)		40.0	40.0		30.0	30.0		32.0	32.0		32.0	
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	
Act Effct Green (s)	24.2	52.1	52.1	20.7	48.6	48.6	23.2	57.3	57.3	23.9	58.0	
Actuated g/C Ratio	0.13	0.29	0.29	0.12	0.27	0.27	0.13	0.32	0.32	0.13	0.32	
v/c Ratio	0.84	0.62	0.34	0.88	0.82	0.35	0.85	0.61	0.37	0.85	0.81	
Control Delay	104.5	59.4	10.0	101.6	69.5	17.4	94.7	54.1	19.4	97.4	50.7	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	104.5	59.4	10.0	101.6	69.5	17.4	94.7	54.1	19.4	97.4	50.7	
LOS	F	E	A	F	E	B	F	D	B	F	D	
Approach Delay		58.9			70.6			58.8			61.4	
Approach LOS		E			E			E			E	
Queue Length 50th (ft)	226	341	12	204	439	38	218	356	69	237	494	
Queue Length 95th (ft)	310	419	81	#279	#641	122	273	415	151	295	517	
Internal Link Dist (ft)		1263			1173			964			420	
Turn Bay Length (ft)	315			220		140	250		140	250		
Base Capacity (vph)	332	999	555	411	914	510	516	1580	578	534	1543	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.58	0.62	0.34	0.82	0.82	0.35	0.70	0.61	0.37	0.70	0.81	
Intersection Summary												
Cycle Length: 180												
Actuated Cycle Length: 180												
Offset: 86 (48%), Referenced to phase 2:NBT and 6:SBT, Start of Yellow												

Natural Cycle: 90

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.88

Intersection Signal Delay: 62.3

Intersection LOS: E

Intersection Capacity Utilization 95.7%

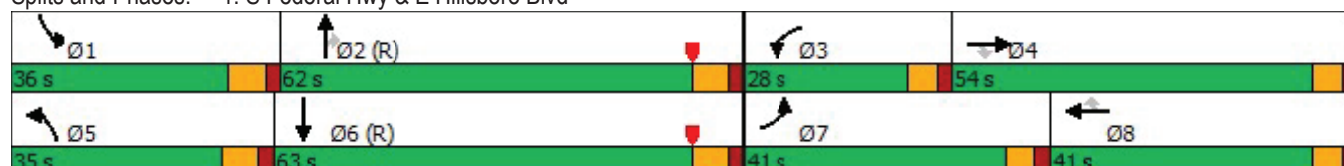
ICU Level of Service F

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 1: S Federal Hwy & E Hillsboro Blvd



HCM 6th Signalized Intersection Summary

1: S Federal Hwy & E Hillsboro Blvd

2023 BUILD IMP - PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	189	606	182	332	730	177	354	948	209	366	1002	230
Future Volume (veh/h)	189	606	182	332	730	177	354	948	209	366	1002	230
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1885	1870	1885	1856	1856	1870	1885	1870	1870	1856	1870
Adj Flow Rate, veh/h	193	618	10	339	745	39	361	967	0	373	1022	204
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	2	1	2	1	3	3	2	1	2	2	3	2
Cap, veh/h	212	735	322	376	686	306	400	2183		408	1805	360
Arrive On Green	0.12	0.21	0.21	0.11	0.19	0.19	0.12	0.42	0.00	0.24	0.85	0.85
Sat Flow, veh/h	1781	3582	1567	3483	3526	1572	3456	5147	1585	3456	4234	844
Grp Volume(v), veh/h	193	618	10	339	745	39	361	967	0	373	815	411
Grp Sat Flow(s),veh/h/ln	1781	1791	1567	1742	1763	1572	1728	1716	1585	1728	1689	1701
Q Serve(g_s), s	19.3	29.8	0.9	17.3	35.0	3.7	18.6	24.0	0.0	18.9	12.4	12.4
Cycle Q Clear(g_c), s	19.3	29.8	0.9	17.3	35.0	3.7	18.6	24.0	0.0	18.9	12.4	12.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.50
Lane Grp Cap(c), veh/h	212	735	322	376	686	306	400	2183		408	1440	725
V/C Ratio(X)	0.91	0.84	0.03	0.90	1.09	0.13	0.90	0.44		0.91	0.57	0.57
Avail Cap(c_a), veh/h	346	955	418	426	686	306	538	2183		557	1440	725
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	78.4	68.7	57.2	79.3	72.5	59.9	78.6	36.7	0.0	67.9	8.5	8.5
Incr Delay (d2), s/veh	12.4	4.3	0.0	19.0	60.3	0.1	12.7	0.7	0.0	13.7	1.6	3.2
Initial Q Delay(d3),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
%ile BackOfQ(95%),veh/ln	14.7	20.3	0.7	13.6	30.5	2.7	13.8	15.4	0.0	12.9	5.6	6.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	90.7	73.0	57.2	98.3	132.8	60.0	91.2	37.4	0.0	81.6	10.1	11.7
LnGrp LOS	F	E	E	F	F	E	F	D		F	B	B
Approach Vol, veh/h	821			1123			1328			1599		
Approach Delay, s/veh	77.0			119.9			52.0			27.2		
Approach LOS	E			F			D			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	28.2	83.4	25.5	42.9	27.9	83.7	27.4	41.0				
Change Period (Y+Rc), s	7.0	7.0	6.0	6.0	7.0	7.0	6.0	6.0				
Max Green Setting (Gmax), s	29.0	55.0	22.0	48.0	28.0	56.0	35.0	35.0				
Max Q Clear Time (g_c+l1), s	20.9	26.0	19.3	31.8	20.6	14.4	21.3	37.0				
Green Ext Time (p_c), s	0.3	7.0	0.1	2.5	0.3	9.7	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay	63.7											
HCM 6th LOS	E											
Notes												
User approved pedestrian interval to be less than phase max green.												
Unsignalized Delay for [NBR] is excluded from calculations of the approach delay and intersection delay.												

October 25, 2023

City of Deerfield Beach
Planning and Development Services
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

Attention: Mr. Christopher Suneson, AICP

Reference: Chick-Fil-A Traffic Simulation Video
Deerfield Beach, Florida

Dear Mr. Suneson:

Our office has reviewed the Chick-fil-a traffic simulation video along with the Site Plan and traffic study prepared by Bowman. We also had further discussions with the applicant and received additional data utilized for the traffic simulation model inputs. The traffic simulation video generally matches the results of the approved traffic study with a few adjustments made to be conservative in the model. We believe the simulation model is an accurate representation of the US-1 at Hillsboro Boulevard intersection and the project driveway interaction with US-1. The vehicle processing rates through the drive through menu were based on data provided by Chick-fil-a. Based on the data and analysis, the vehicle queuing for the drive through will be able to be contained within the site and should not spillover to US-1 or cause any traffic operational issues.

Sincerely,

SIMMONS & WHITE, INC.



Bryan Kelley, P.E.

BK: x:/docs/misc/trs/kelley/22074.suneson



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2240

Agenda Date: 11/14/2023

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2024-018: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Development Agreement with the Developer and Homeowners Association of the Peninsula Plat Development located at NE 9th Avenue/River Oak Lane; authorizing execution of the Amendment; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In June of 2022, the City Commission approved Resolution 2022/100, which approved and authorized the execution of a Development Agreement (the "Agreement") with Privcap Peninsula Holdings LLC (the "Developer") and the Peninsula Property Owners Association (the "HOA").

The Agreement required the Developer, with the consent of the HOA, to construct private road improvements for the extension of NE 9th Avenue/River Oak Lane **prior** to the City issuing a certificate of occupancy for any residential dwellings that were not constructed at the time.

A residential building permit for a single-family residence at 540 River Oak Lane was issued in late June 2022. Construction on the single-family residence proceeded without the road improvements being completed. At this point in time, the construction at 540 River Oak Lane has proceeded to qualifying for a certificate of occupancy, except for the condition in the Development Agreement. The Agreement provides for construction of the private roadway prior to the issuance of any certificate of occupancy for the Project.

Current Activity

The homeowner of Lot 2 (540 River Oak Lane) and the HOA have requested an amendment to the Development Agreement to address the timing of the roadway construction that would permit a certificate of occupancy to be issued for the residence at 540 River Oak Lane. The enclosed First Amendment to the Development Agreement provides for the completion of the construction of the required Private Road prior to the issuance of any certificate of occupancy for Lot 1 of the Project (530 River Oak Lane).

Recommendation

Staff recommends consideration.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO
THE DEVELOPMENT AGREEMENT WITH THE DEVELOPER AND
HOMEOWNERS ASSOCIATION OF THE PENINSULA PLAT
DEVELOPMENT LOCATED ON NE 9TH AVENUE/RIVER OAK LANE;
AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING
FOR CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, Privcap Peninsula Holding, LLC (the “Developer”), Peninsula Property Owners Association, Inc. (the “HOA”) and the City entered into a Development Agreement, dated June 7, 2022, (the “Agreement”), which memorialized the Developer’s and HOA’s obligations, including their respective successors in interest, with respect to the development of approximately 1.2 acres of land, comprised of multiple contiguous parcels identified by the Broward County (“County”) Property Appraiser as Folio Numbers 474331280010 (“Lot 1”), 474331280020 (“Lot 2”) and 474331100191 (“Lot 6”) located on NE 9th Avenue/River Oak Lane within the municipal boundaries of the City of Deerfield Beach (“City”) (collectively, the “Property”), as more particularly described in **Exhibit “A”** to the Agreement; and

WHEREAS, Developer’s successor(s) in interest proposed to develop Lot 1 and Lot 2 of the Property with two residential dwelling units, landscaping, a private roadway, and site work (collectively, the “Project”); and

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), Broward County Code of Ordinances, requires that access to traffic ways be designed to facilitate the safe and efficient movement of vehicles, and Section 98-17 of the City’s Land Development Code contains a similar requirement; and

WHEREAS, the Development Agreement was entered into in order to comply with the requirements of the County and City Codes, and provide a permanent exclusive restrictive covenant for the construction, maintenance, and repair of private roadways, as well as providing for ingress and egress of authorized vehicles to, from, and throughout the Property, on, over, and upon the portion of the Property and the adjacent private road for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns; and

WHEREAS, the owner of Lot 2, along with the HOA, have requested an amendment to the Development Agreement, to provide more time for the required construction of the private roadway and permit the owner of Lot 2 to obtain a certificate of occupancy for the home on Lot 2.

WHEREAS, the amendment to the Agreement, attached as Exhibit “1”, (the “First Amendment”) provides for the completion of the construction of the required Private Road prior to the issuance of any certificate of occupancy for Lot 1 of the Project.

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

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

Section 2. The First Amendment to the Development Agreement, attached as Exhibit “1,” is hereby approved.

Section 3. The Mayor and the City Manager are authorized to execute the First Amendment, 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. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “Amendment”) is entered into as of this ____ day of _____, 2023 by and among the City of Deerfield Beach (the “City”), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, Privcap Peninsula Holding, LLC (the “Developer”), a Florida limited liability company, whose mailing address is 7200 W. Camino Real, Suite 200, Boca Raton, FL 33433, and Peninsula Property Owners Association, Inc., (the “HOA”), a Florida not-for-profit corporation, whose address is c/o Adam Loeffler, President, 560 River Oak Lane, Deerfield Beach, FL 33441.

(Whenever used herein, the term “CITY” shall also include and collectively refer to City’s respective successors in interest. Whenever used herein, the terms “Developer” and “HOA” shall also include and collectively refer to each party’s respective heirs, legal representatives, assigns, and successors in title or interest.)

W I T N E S S E T H:

WHEREAS, Developer, HOA and the City entered into a Development Agreement, dated June 7, 2022, (the “Agreement”), which memorialized the Developer’s and HOA’s obligations, including their respective successors in interest, with respect to the development of approximately 1.2 acres of land, comprised of multiple contiguous parcels identified by the Broward County (“County”) Property Appraiser as Folio Numbers 474331280010 (“Lot 1”), 474331280020 (“Lot 2”) and 474331100191 (“Lot 6”) located on NE 9th Avenue/River Oak Lane within the municipal boundaries of the City of Deerfield Beach (“City”) (collectively, the “Property”), as more particularly described in **Exhibit “A”** to the Agreement; and

WHEREAS, Developer’s successor(s) in interest proposed to develop Lot 1 and Lot 2 of the Property with two residential dwelling units, landscaping, a private roadway, and site work (collectively, the “Project”); and

WHEREAS, in order to comply with the requirements of the County and City Codes, the Agreement provides for a permanent exclusive restrictive covenant for the construction, maintenance, and repair of private roadways, as well as providing for ingress and egress of authorized vehicles to, from, and throughout the Property, on, over, and upon the portion of the Property and the adjacent private road described in **Exhibit “B”** to the Agreement for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns; and

WHEREAS, the owner of Lot 2, along with the HOA, have requested an amendment to the Development Agreement, to provide more time for the required construction of the private roadway and permit the owner of Lot 2 to obtain a certificate of occupancy for the home on Lot 2.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this Amendment do hereby agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

2. Amendment to Section 5. Section 5 of the Agreement is hereby amended to read as follows¹:

5. Private Road Improvements. Developer, with the consent and approval of the HOA, agrees to construct the private road improvements as described in **Exhibit “B”** (the “Private Road”), including securing all necessary permits at Developer’s expense, prior to the issuance of any certificate of occupancy for Lot 1 of the Project. The Private Road shall be constructed in compliance with all applicable construction standards contained in the “Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction,” Chapter 25, Exhibit 25.A, Broward County Administrative Code, as the same may be amended and the City’s Code of Ordinances. The construction, maintenance, and repair of the private roads and roadways contained in **Exhibit “B”** shall be the sole responsibility of Developer, its successors, and assigns, and shall comply with all applicable laws, regulations, codes, and construction standards. The entire Private Road, including turnaround area, new pavement and existing pavement, shall be designed and tested to meet a minimum 35 ton vehicle load capacity. The Private Road shall be subject to testing for satisfaction of such load capacity requirement as part of the engineering permit for the Private Road. 5.

3. Recording. This Amendment shall be recorded in the Public Records of Broward County by the HOA within fourteen (14) days after execution by the parties. Prior to issuance of any certificate of occupancy for the Project, the HOA agrees to furnish a recorded copy of this Amendment to the City.

4. Miscellaneous.

4.1 Except as expressly amended in this Amendment, the Agreement shall remain in full force and effect.

4.2 *Severability*. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Amendment or the Agreement.

4.3 *Counterparts*. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.

4.4 *Authority to Bind*. By execution of this Amendment, Developer, and the HOA, respectively, acknowledge and represent to the City that the individuals signing the Amendment on behalf of such parties have the full authority to bind the Developer, including its successors and assigns, and the HOA, and its members, respectively. Developer and HOA acknowledge that this City is relying on this representation in executing this Amendment.

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strike through~~.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

CITY:

Bill Ganz, Mayor

WITNESS – PRINT NAME

Date:

David Santucci, City Manager

WITNESS – PRINT NAME

Date:

ATTEST:

Approved as to form and legal sufficiency for the
use of and reliance by the City of Deerfield Beach
only:

Heather Montemayor, City Clerk

Anthony Soroka, City Attorney

Date:

Date:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of ____, of 20____, by Bill Ganz, as Mayor of the City of Deerfield Beach, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this __ day of _____, 2023.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary
Public

COUNTY OF BROWARD)

_____ as identification.

_____, 2023.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary
Public

DEVELOPER:

By:

WITNESSES:

Print name:_____

Print name:_____

By:_____

Print Name:_____

Title: _____

_____ day of _____, 2023

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, of 20____, by _____, the _____ of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2023.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

HOA:

By:

WITNESSES:

Print name:_____

Print name:_____

By:_____

Print Name:_____

Title: _____

_____ day of _____, 2022

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, of 20_____, by _____, the _____ of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2023.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:



PUBLIC HEARING NOTICE

October 30, 2023

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:

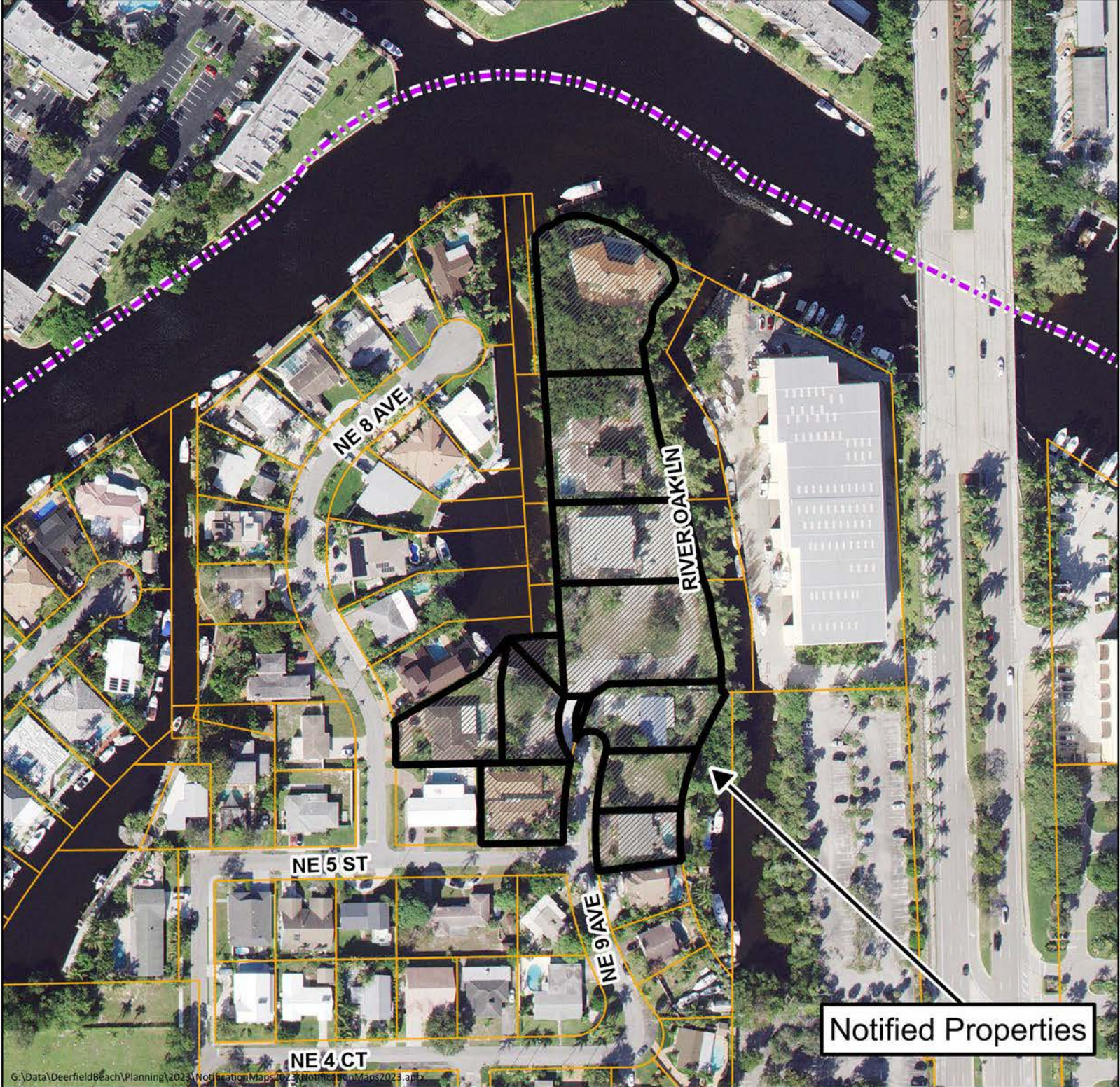
P.H. 2024-018: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Development Agreement with the Developer and Homeowners Association of the Peninsula Plat Development located on NE 9th Avenue/River Oak Lane; authorizing execution of the Amendment; providing for conflicts and an effective date.

A public hearing will be held on **TUESDAY, NOVEMBER 14, 2023 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 on November 3, 2023 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.

Heather Montemayor, CMC, City Clerk



Public Hearing Notice Map 2024-14

889 NE 5 ST

500, 512, 524, 525 NE 9 AVE

530, 540, 550 & 560 RIVER OAK LN

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



0 200 Feet





PUBLIC NOTICE

Public Hearing 2024-014 Developer Agreement Amendment

October 25, 2023

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

City of Deerfield Beach

A Resolution of the City Commission of the City of Deerfield Beach, Florida, Approving an Amendment to the Development Agreement with the Developer and Homeowners Association of the Peninsula Plat Development Located on NE 9th Avenue/River Oak Lane; Authorizing Execution of the Amendment; Providing for Conflicts and an Effective Date.

A public hearing will be held on **THURSDAY, November 2, 2023, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441.** The proposed amendment to the Development Agreement is related to the timing of the construction of the private roadway within the Peninsula Plat. 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/boardagendas. You may also contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206 to obtain copies of the Development Agreement and proposed amendment.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, 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 based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 480-4206.

Eric M. Power
Director of Planning & Development Services

RESOLUTION NO. 2022/100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH THE DEVELOPER AND HOMEOWNERS ASSOCIATION OF THE PENINSULA PLAT DEVELOPMENT LOCATED ON NE 9TH AVENUE/RIVER OAK LANE; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Privcap Peninsula Holding, LLC (“Developer”) is the predecessor in interest and construction manager on behalf of the current owners of approximately 1.2 acres of land, comprised of multiple contiguous parcels identified by the Broward County Property Appraiser as Folio Numbers 474331280010 (“Lot 1”), 474331280020 (“Lot 2”) and 474331100191 (“Lot 6”) located on NE 9th Avenue/River Oak Lane within the municipal boundaries of the City (collectively, the “Property”); and

WHEREAS, Developer’s successor in interest proposes to develop Lot 1 and Lot 2 of the Property with two residential dwelling units, landscaping, a private roadway, and site work (collectively, the “Project”); and

WHEREAS, there are two existing residential dwelling units adjacent to the Property identified by the County Property Appraiser as Folio Numbers 474331280030 (“Lot 3”) and 474331280040 (“Lot 4”) (collectively, the “Existing Homes”), and Developer’s successor in interest has expressed an interest in building an additional residential dwelling unit on Lot 6 of the Property at a later date (the “Future Home”); and

WHEREAS, Developer acknowledges that the Project, the Existing Homes, and the possible Future Home, if any, are part of the Peninsula Property Owners Association, Inc. (the “HOA”); and

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), Broward County Code of Ordinances, requires that access to traffic ways be designed to facilitate the safe and efficient movement of vehicles, and Section 98-17 of the City’s Land Development Code contains a similar requirement; and

WHEREAS, to facilitate the construction of the Project on the Property, Developer submitted building permit and engineering permit applications to the City for approval of construction of the Project; and

WHEREAS, in order to comply with the requirements of the County and City Codes, Developer wishes to impose a permanent exclusive restrictive covenant for the construction, maintenance, and repair of private roadways, as well as providing for ingress and egress of authorized vehicles to, from, and throughout the Property, on, over, and upon the portion of the Property and the adjacent private road for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns; and

WHEREAS, the City, the Developer and the HOA have negotiated a development agreement, attached as Exhibit "1" (the "Development Agreement"), which memorializes the Developer's and HOA's obligations, including their respective successors in interest; and

WHEREAS, City Staff recommends that the City Commission approve, and authorize execution of, the Development Agreement, attached as Exhibit "1."

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 Development Agreement, attached as Exhibit "1," is hereby approved.

Section 3. The Mayor and the City Manager are authorized to execute the Development 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 to carry out the aims of this Resolution.

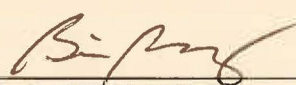
Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JUNE, 2022.

ATTEST:



SAMANTHA GILLYARD, CITY CLERK



BILL GANZ, MAYOR

RESOLUTION NO. 2022/100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH THE DEVELOPER AND HOMEOWNERS ASSOCIATION OF THE PENINSULA PLAT DEVELOPMENT LOCATED ON NE 9TH AVENUE/RIVER OAK LANE; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Privcap Peninsula Holding, LLC (“Developer”) is the predecessor in interest and construction manager on behalf of the current owners of approximately 1.2 acres of land, comprised of multiple contiguous parcels identified by the Broward County Property Appraiser as Folio Numbers 474331280010 (“Lot 1”), 474331280020 (“Lot 2”) and 474331100191 (“Lot 6”) located on NE 9th Avenue/River Oak Lane within the municipal boundaries of the City (collectively, the “Property”); and

WHEREAS, Developer’s successor in interest proposes to develop Lot 1 and Lot 2 of the Property with two residential dwelling units, landscaping, a private roadway, and site work (collectively, the “Project”); and

WHEREAS, there are two existing residential dwelling units adjacent to the Property identified by the County Property Appraiser as Folio Numbers 474331280030 (“Lot 3”) and 474331280040 (“Lot 4”) (collectively, the “Existing Homes”), and Developer’s successor in interest has expressed an interest in building an additional residential dwelling unit on Lot 6 of the Property at a later date (the “Future Home”); and

WHEREAS, Developer acknowledges that the Project, the Existing Homes, and the possible Future Home, if any, are part of the Peninsula Property Owners Association, Inc. (the “HOA”); and

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), Broward County Code of Ordinances, requires that access to traffic ways be designed to facilitate the safe and efficient movement of vehicles, and Section 98-17 of the City’s Land Development Code contains a similar requirement; and

WHEREAS, to facilitate the construction of the Project on the Property, Developer submitted building permit and engineering permit applications to the City for approval of construction of the Project; and

WHEREAS, in order to comply with the requirements of the County and City Codes, Developer wishes to impose a permanent exclusive restrictive covenant for the construction, maintenance, and repair of private roadways, as well as providing for ingress and egress of authorized vehicles to, from, and throughout the Property, on, over, and under the Property, the Property and the adjacent private road for service, emergency and utility vehicles and current and future holders of any right, title, or interest in the Property, the City Beach, Florida, and



HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT COPY FROM THE RECORDS AND THE CITY CLERK'S OFFICE, CITY OF DEERFIELD BEACH, FLORIDA.
[Signature]
SAMANTHA GILLYARD, CMC
CITY CLERK

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this ^{7th} day of ~~May~~ ^{JUNE}, 2022 by and among the **City of Deerfield Beach** (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, **Privcap Peninsula Holding, LLC** (the "Developer"), a Florida limited liability company, whose mailing address is 7200 W. Camino Real, Suite 200, Boca Raton, FL 33433, and **Peninsula Property Owners Association, Inc.**, (the "HOA"), a Florida not-for-profit corporation, whose address is c/o Adam Loeffler, President, 560 River Oak Lane, Deerfield Beach, FL 33441.

(Whenever used herein, the term "CITY" shall also include and collectively refer to City's respective successors in interest. Whenever used herein, the terms "Developer" and "HOA" shall also include and collectively refer to each party's respective heirs, legal representatives, assigns, and successors in title or interest.)

W I T N E S S E T H:

WHEREAS, Developer is the predecessor in interest and construction manager on behalf of the current owners of approximately 1.2 acres of land, comprised of multiple contiguous parcels identified by the Broward County ("County") Property Appraiser as Folio Numbers 474331280010 ("Lot 1"), 474331280020 ("Lot 2") and 474331100191 ("Lot 6") located on NE 9th Avenue/River Oak Lane within the municipal boundaries of the City of Deerfield Beach ("City") (collectively, the "Property"), as more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, Developer's successor in interest proposes to develop Lot 1 and Lot 2 of the Property with two residential dwelling units, landscaping, a private roadway, and site work (collectively, the "Project"); and

WHEREAS, there are two existing residential dwelling units adjacent to the Property identified by the County Property Appraiser as Folio Numbers 474331280030 ("Lot 3") and 474331280040 ("Lot 4") (collectively, the "Existing Homes"), and Developer's successor in interest has expressed an interest in building an additional residential dwelling unit on Lot 6 of the Property at a later date (the "Future Home"); and

WHEREAS, Developer acknowledges that the Project, the Existing Homes, and the possible Future Home, if any, are part of the HOA; and

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), County Code of Ordinances, requires that access to traffic ways be designed to facilitate the safe and efficient movement of vehicles; and

WHEREAS, the City of Deerfield Beach Land Development Code, Section 98-17, contains a similar requirement; and

WHEREAS, to facilitate the construction of the Project on the Property, Developer submitted building permit and engineering permit applications to the City for approval of construction of the Project (collectively, the “Applications”); and

WHEREAS, in order to comply with the requirements of the County and City Codes, Developer wishes to impose a permanent exclusive restrictive covenant for the construction, maintenance, and repair of private roadways, as well as providing for ingress and egress of authorized vehicles to, from, and throughout the Property, on, over, and upon the portion of the Property and the adjacent private road described in **Exhibit “B”** for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns; and

WHEREAS, Developer and City are desirous of entering into this Agreement in connection with the Applications for the Project as may be amended from time to time; and

WHEREAS, this Agreement is for the expressed purpose of defining the responsibility, conditions, terms, restrictions, or other requirements determined to be necessary by the City.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this Agreement do hereby agree as follows:

1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Purpose. The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the Comprehensive Land Use Plan and Code of Ordinances and to detail the requirements, commitments, and vested rights for developing the Property.
3. Authority. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), and the City’s Charter.
4. Applications. Developer has submitted the Applications to the City in order to develop the Property with the Project. A copy of the proposed Engineering and Private Road Improvement Plan for the Project is attached hereto as **Exhibit “B”**.
5. Private Road Improvements. Developer, with the consent and approval of the HOA, agrees to construct the private road improvements as described in **Exhibit “B”** (the “Private Road”), including securing all necessary permits at Developer’s expense, prior to the issuance of any certificate of occupancy for the Project. The Private Road shall be constructed in compliance with all applicable construction standards contained in the “Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction,” Chapter 25, Exhibit 25.A, Broward County Administrative Code, as the same may be amended and the City’s Code of Ordinances. The construction, maintenance, and repair of the private roads and roadways contained in **Exhibit “B”** shall be the sole responsibility of Developer, its successors, and assigns, and shall comply

with all applicable laws, regulations, codes, and construction standards. The entire Private Road, including turnaround area, new pavement and existing pavement, shall be designed and tested to meet a minimum 35 ton vehicle load capacity. The Private Road shall be subject to testing for satisfaction of such load capacity requirement as part of the engineering permit for the Private Road.

6. Letter of Credit. Prior to, and as a condition of, the issuance of a building permit for the Project, Developer shall provide to the City an irrevocable letter of credit (the "Letter of Credit" or "LOC") to secure the Private Road construction in a form acceptable to the City in an amount equal to the cost of the construction of the Private Road.

7. Trash Collection. Developer agrees to restrict vehicular parking on the Private Road on the Property in order to ensure trash collection vehicles can safely circulate the site. Developer agrees to pay for and deliver all curbside carts and or solid waste and recycling containers necessary to adequately service the Property. The Department of Sustainable Management (the "Department") has determined that units cannot be individually serviced based on the existing infrastructure. Accordingly, the Developer and Department have designated a mutually agreed upon area for placement of trash receptacles for those units, as depicted in the attached **Exhibit "C,"** for pick up by the Department. Developer, HOA, and HOA members, shall comply with the solid waste collection plan approved by the City and attached as Exhibit "C", as may be amended from time to time upon written approval by the City. The design and construction, including any permits or modifications required to approve the development plans, as well as any containers associated with recycling or trash collection shall be at the expense of the HOA or Developer. Should the approved solid waste collection plan result in any change to the approved development plan, the Developer will be responsible for obtaining all permits, including any zoning approvals and modifications to the approved development plan. All costs for such permits and approvals shall be at the expense of the Developer.

8. Easements.

8.1 *Service and Emergency Vehicles Easement.* Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in **Exhibit "B"** to an exclusive access covenant to the City, County and all authorized utilities for ingress and egress of vehicular and pedestrian traffic throughout the Property for the purpose of providing access to service and emergency vehicles, and for maintenance of public and semi-public utilities (the "Service and Emergency Vehicles Easement"). The purpose of this covenant is to comply with the condition of Project approval to provide a permanent access easement for service and emergency vehicles and for maintenance of public and semi-public utilities.

8.2 *Reciprocal Easements.* Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in **Exhibit "B"** to an exclusive access covenant for ingress and egress of vehicular and pedestrian traffic throughout the Property for the benefit of the current and future holders of any right, title, or interest in or to the Property, and their successors and assigns, and for the benefit of the current and future holders of any right, title, or interest in or to the

Existing Homes which abut and share common access on the Private Road, and their successors and assigns (the "Reciprocal Easements"). The purpose of this covenant is to comply with the conditions of Project approval to provide a reciprocal easement for ingress and egress to all residents of the Project.

9. Emergency Vehicle Access and Response Plan. Developer, for itself and its successors and assigns, agrees to provide for emergency vehicle access and services as depicted in the emergency vehicle access and response plan ("EVARP") attached as **Exhibit "D"**. In conjunction with the EVARP, Developer agrees to install signage prohibiting parking on the Private Road.

10. Declaration of Restrictive Covenants. In connection with approval of the Application, the Developer voluntarily agrees to place the following restrictions on the Property, which shall be included within the homeowners association documents of the HOA (the "Association Documents"):

10.1 Neither Developer nor its successors or assigns nor any owner of Lot 6 will apply for a setback variance that will deviate from the setback requirements set forth in the governing municipal code.

10.2 The Association Documents shall include the following indemnification language:

The Developer and the Association, and their successors and assigns agree to indemnify, hold harmless, and at the option of the City Attorney, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, resulting from any alleged delay in emergency response services conducted in accordance with the EVARP contained in **Exhibit "D"** of the Development Agreement, including, without limitation, any and all claims, demands, or cases of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

10.3 The Association Documents shall include provisions acknowledging the Services and Emergency Vehicle Easement and the Reciprocal Easements granted to the City.

10.4 The Association Documents shall include provisions that prohibit parking along the Private Road by anyone, including but not limited to adjacent homeowners, and their guests and invitees, and that the parking prohibition is to be strictly enforced with any violation subject to towing. The Association Documents shall also provide for the HOA's maintenance, and if necessary repair and replacement, of the no parking signs installed by Developer.

10.5 Developer agrees to include provisions within the Association Documents to restrict placement of trash receptacles in a manner consistent with the City's waste collection guidelines and the approved solid waste collection plan. The Association

Documents shall also include that any missed pickups due to inability to service will result in a return service charge for all containers that were not serviceable.

- 10.6 The Association Documents shall include provisions requiring the HOA to maintain and repair the Private Road as necessary to comply with the applicable codes and standards.

Developer agrees to furnish a copy of the final recorded Association Documents to the City to demonstrate compliance with the aforementioned conditions prior to issuance of the first building permit for the Project. Developer agrees to record these restrictions in the Public Records of Broward County, Florida prior to issuance of the first building permit for the Project.

11. County Declaration. Developer, for itself and its successors and assigns, and HOA, hereby acknowledge and agree that the City has the standing and authority to enforce the Declaration of Restrictive Covenants for Private Paved Roadways and Access that Developer executed in order to satisfy County approval requirements.

12. Indemnification. Developer, its successors and assigns, and HOA, and its successors and assigns, shall at all times hereafter indemnify, hold harmless, and at the option of the City Attorney, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, resulting from the use or maintenance of the roads and roadways contained in **Exhibit "B,"** including, without limitation, any and all claims, demands, or cases of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

13. Effective Covenants; Enforcement. The provisions and obligations of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement. Failure to comply with any provision of this Agreement, including but not limited to the trash collection plan, the EVARP, and the Private Road requirements, may result in City code enforcement action, and/or other legally available enforcement action, against each of the lots included within the HOA.

14. Recording. This Agreement shall be recorded in the Public Records of Broward County by Developer within fourteen (14) days after execution by the Parties. Prior to issuance of any building permit or engineering permit for the Project, Developer agrees to furnish a recorded copy of this Agreement to the City.

15. Miscellaneous.

- 15.1 *Entire Agreement.* This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

- 15.2 *Modification.* No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.
- 15.3 *Pronouns.* All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.
- 15.4 *Severability.* The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.
- 15.5 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.
- 15.6 *Governing Law.* This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.
- 15.7 *Binding Effect.* The obligations imposed pursuant to this Agreement upon Developer and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.
- 15.8 *Authority to Bind.* By execution of this Agreement, Privcap Peninsula Holding, LLC acknowledges and represents to the City that it has the full authority to bind the Developer, including its successors and assigns, including but not limited to the HOA and its members. Developer acknowledges that this City is relying on this representation in executing this Agreement.

DEVELOPMENT AGREEMENT

CITY:



Tracy Bitten

WITNESS – PRINT NAME

Klitchfield

Kasey Witenfield

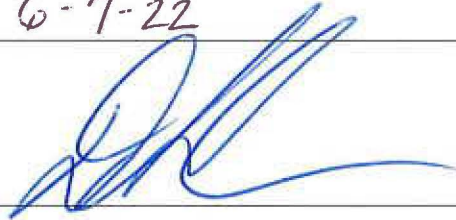
WITNESS – PRINT NAME



Bill Ganz, Mayor

6-7-22

Date:

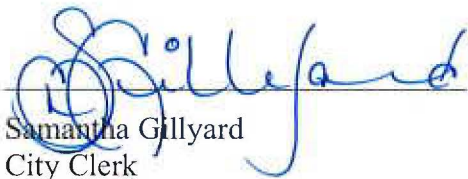


David Santucci, City Manager

6/10/22

Date:

ATTEST:

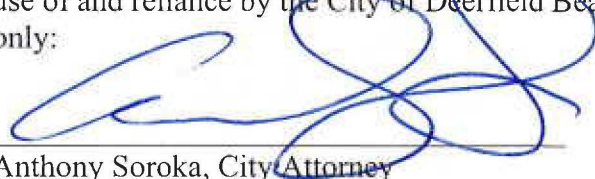


Samantha Gillyard
City Clerk

6/10/2022

Date:

Approved as to form and legal sufficiency for the
use of and reliance by the City of Deerfield Beach
only:



Anthony Soroka, City Attorney

6/9/22

Date:

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7th day of June, of 20 22, by Bill Ganz, as Mayor of the City of Deerfield Beach, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of June, 2022.

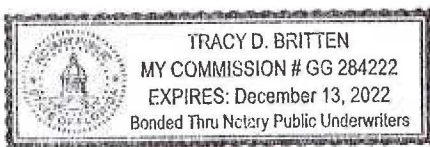


Notary Public, State of Florida



Typed, printed or stamped name of Notary Public

My Commission Expires:



STATE OF FLORIDA)

) ss:

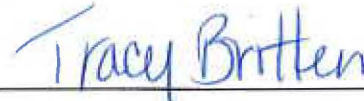
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of June, of 2022, by David Santucci, as City Manager of the City of Deerfield Beach, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2022.

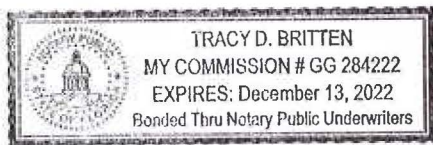


Notary Public, State of Florida



Typed, printed or stamped name of Notary Public

My Commission Expires:



DEVELOPER:

By:

WITNESSES:

Francesca Barzini
Print name: Francesca Barzini
Christopher Duveillard
Print name: Christopher Duveillard

By: Daniel Cohen
Print Name: Daniel Cohen
Title: Auth. Rep.

11th day of May, 2022

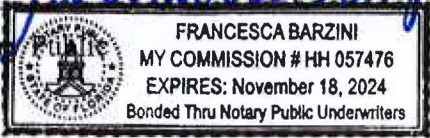
STATE OF FLORIDA)

) SS:

COUNTY OF ~~BROWARD~~)
Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11 day of May, of 20 22, by Daniel Cohen, the Authorized Rep of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of May, 2022.

Francesca Barzini
Notary Public

FRANCESCA BARZINI
MY COMMISSION # HH 057476
EXPIRES: November 18, 2024
Bonded Thru Notary Public Underwriters

Typed, printed or stamped name of Notary Public

My Commission Expires:

HOA:

By: Peninsula Property Owners
Association, Inc.

WITNESSES:

Laura Seidman
Print name: Laura Seidman
Michael R. Brennan
Print name: Michael R. Brennan

By: [Signature]
Print Name: Adam Loeffler
Title: Owner/President

6 day of May, 2022

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of May, of 2022, by Adam Loeffler, the President of Peninsula Property Owners Assn. DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced LICENSE as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of May, 2022.

Gina LeCompte

Notary Public



Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT LIST

Exhibit “A” - Lot “1”, Lot “2” and Lot “6” Descriptions

Exhibit “B” - Engineering and Private Road Improvement Plan

Exhibit “C” - Trash Collection Plan

Exhibit “D” - Emergency Vehicle Access and Response Plan

FLOOD ZONE X / AH-7 / AE-5
MAP DATE 08/18/14
MAP NUMBER 125101 0179



NAME	DELTA	THICKNESS	DEPTH	AGE	CT
01	0720118	1.25 (187.5) C	124.00	7.41	7.40
02	0720120	1.30 (195) C	16.00	36.45	36.52
03	0720120	1.35 (202.5) C	60.00	75.15	75.13
04	0720122	1.30 (195) C	54.00	13.50	13.50
05	0720122	1.40 (210) C	24.00	15.75	15.82
06	0720124	1.40 (210) C	54.00	91.11	91.35
07	0720127	1.30 (195) C	24.00	15.54	15.54


ATLANTIC COAST
SURVEYING, INC.

PAUL J. STRICKLAND
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 12417
ATLANTIC COAST SURVEYING, INC.
11035 STRICKLAND RD. SUITE 2, DUNEDIN, FLORIDA 33426
TEL: 888.887.2100 FAX: 888.887.5418



Exhibit "A"

FLOOD ZONE AE-5
MAP DATE 08/18/14
MAP NUMBER 125101 0179

HUMBER	TYPE	SIZE
81	COAL PULM	10
82	COAL PULM	10
83	COAL PULM	12
84	ANITA PULM	10
85	COAL PULM	10
86	COAL PULM	10
87	COAL PULM	10
88	COAL PULM	10
89	COAL PULM	10
90	COAL PULM	10
91	COAL PULM	10
92	COAL PULM	10
93	COAL PULM	10
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LINE NO	DESCRIPTION	DEBIT	CREDIT
1	6,507.000000	100.00	
2	6,507.000000	117.34	
3	5,170.000000	16.83	
4	5,990.000000	1.18	
5	6,990.000000	2.59	
6	5,307.000000	11.71	
7	5,307.000000	18.34	
8	5,214.000000	6.80	
9	5,100.000000	30.45	
10	5,174.000000	31.88	
11	5,300.000000	13.20	
12	5,990.000000	13.54	
13	6,000.000000	11.66	
14	6,100.000000	5.17	

HANDS	SOL	SHOULDER	THUMB	ARM	LEG
C1	20°24'28"	5.94°17'30" L	38.00	16.85	16.71
C2	20°06'52"	5.57°38'43" L	124.00	69.26	68.36
C3	20°05'32"	5.09°18'02" L	86.00	33.17	52.33
C4	20°24'28"	5.04°17'39" L	78.00	33.70	33.43

[illegible][illegible]

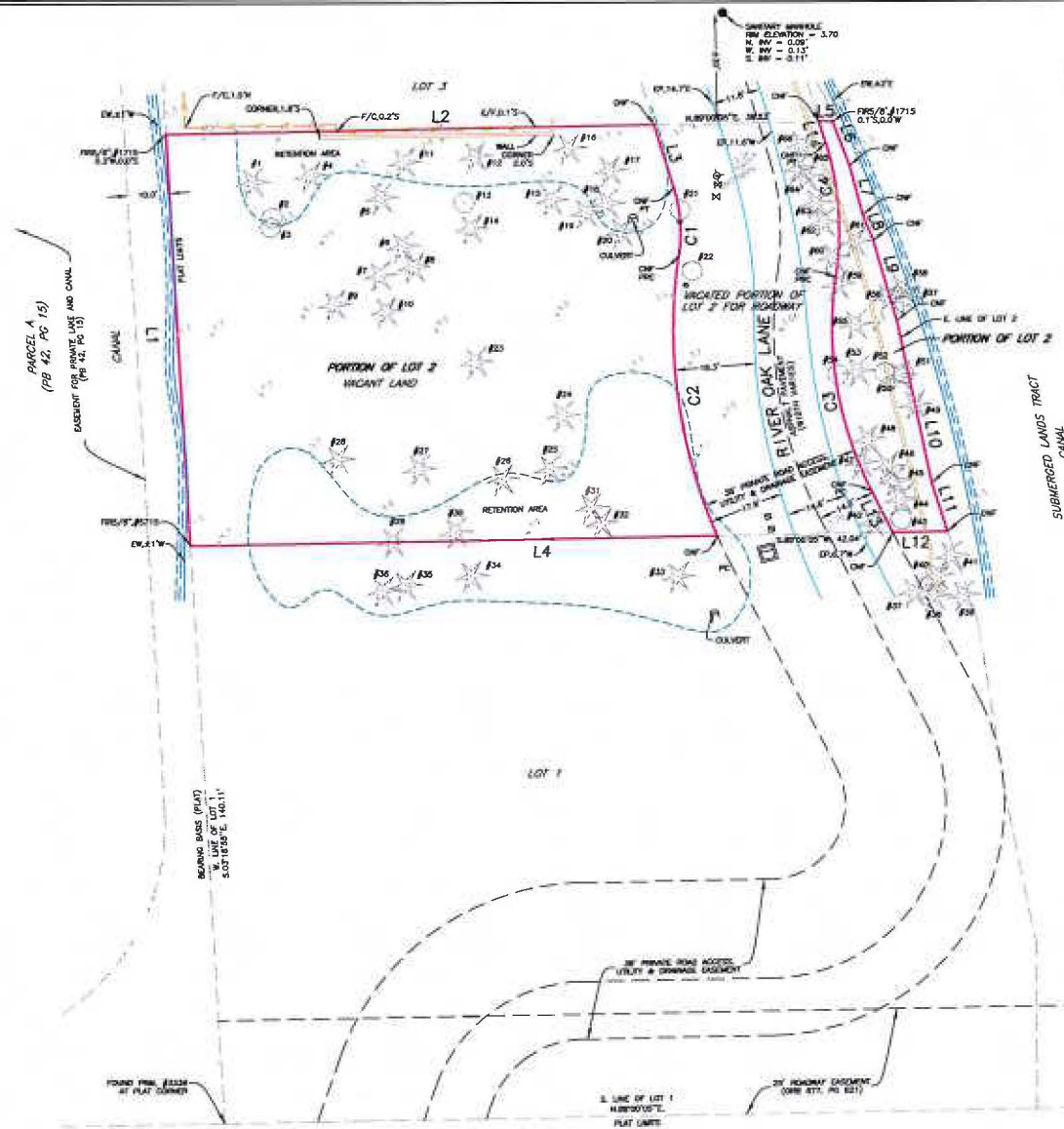
LEGEND

CH	CHOK
CA	CART
CL	CLD
CO	COH
EL	ELD
FM	FMR
FR	FRM
GL	GLT
GR	GRM
PO	POD
PO	POW
SP	SPH
WT	WTC
WT	WTD
WT	WTL

LEGEND	
1	CHOLE ANTIKNOCK BOX
2	WATER WASH
3	CLAM OUT
4	CONTROL VALVE
5	ELECTRIC STORAGE
6	FIRE HYDRANT
7	FINAL END
8	OUT ANCHOR
9	ANCHOR
10	POOL EQUIPMENT
11	PUMP/CLAMT POLE
12	SPIRALLER SYSTEM
13	WATER METER
14	WATER VALVE
15	WELL
16	BRICK PAVERS
17	CONCRETE
18	CONCRETE/CHART
19	CONCRETE WALL
20	ELEVATION
21	IRON FENCE
22	OVERHEAD WIRE
23	WOOD DECK/DOCK
24	WOOD FENCE
25	MECHANICAL CH
26	CORNER NOT FOUND

ATLANTIC COAST
SURVEYING, INC.

PAUL J. STORNELLI
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
8720 STEINBOCK RD. SUITE 2 DAVE, FLORIDA 33241
PHONE: 304.387.2100 FAX: 304.387.2418



BOUNDARY SURVEY

PAGE 1 OF 1

LEGAL DESCRIPTION:

LOT 6, IN BLOCK 4, LESS THE SOUTH 100 FEET THEREOF, OF HILLSBORO HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH A PORTION OF PARCEL "A", OF TWIN OAKS FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 43°41'33" WEST, A DISTANCE OF 100.34 FEET; THENCE SOUTH 10°29'02" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 55.00 FEET; THENCE SOUTH 00°13'18" WEST, ALONG SAID WEST LINE OF PARCEL "A", A DISTANCE OF 19.50 FEET; THENCE NORTH 89°00'05" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF LOTS 18 & 18A, OF TWIN OAKS FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 18, THENCE EASTERLY 131.78 FEET TO THE POINT OF BEGINNING, THENCE NORTHERLY 100.43, THENCE NORTHEASTERLY 55 FEET, THENCE SOUTHEASTERLY 55 FEET, THENCE SOUTHERLY 100.37 FEET, THENCE, WESTERLY 18.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT TO USE PARCEL AS ACCESS TO INSURED PARCEL, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10, THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 10°25'41", AN ARC DISTANCE OF 10.47 FEET TO A POINT OF CURVE; THENCE SOUTH 05°30'03" EAST, A DISTANCE OF 3.46 FEET TO A POINT ON A CURVE, THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ARC DISTANCE OF 7.41 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:
DOUGLAS HALPERIN

COMMUNITY NUMBER: 125101
PANEL: 0179 SUFFIX: H
FLOOD ZONE: XIAH/AE
FIELD WORK: 3-4-2019

PROPERTY ADDRESS:
508 NORTHEAST 8TH AVENUE
DEERFIELD BEACH, FL 33441

SURVEY NUMBER: 358458

ABBREVIATION DESCRIPTION:

A/C = AIR CONDITIONER
C = CENTERLINE
C.A. = CENTRAL / DELTA ANGLE
I.D. = IDENTIFICATION
L = LENGTH
LB = LICENSED BUSINESS
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
O.H. = OVERHEAD UTILITIES
P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMPOUND CURVE
P.K. = PARKER KILON NAIL
P.R.C. = POINT OF REVERSE CURVE
P.S.M. = PROFESSIONAL SURVEYOR MAPPER
P.T. = POINT OF TANGENCY
R = RADIAL / RADIUS
R/W = RIGHT OF WAY

SYMBOL DESCRIPTIONS:

= CATCH BASIN
 = CENTERLINE ROAD
 = COVERED AREA
 = EXISTING ELEVATION
 = HYDRANT
 = MANHOLE
 = METAL FENCE
 = MISC. FENCE
 = PROPERTY CORNER
 = UTILITY BOX
 = UTILITY POLE
 = WATER METER
 = WELL
 = WOOD FENCE

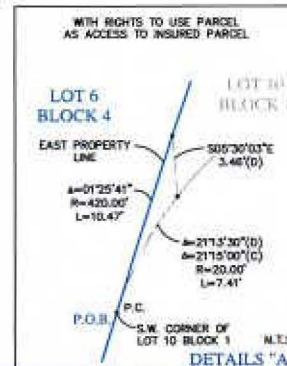
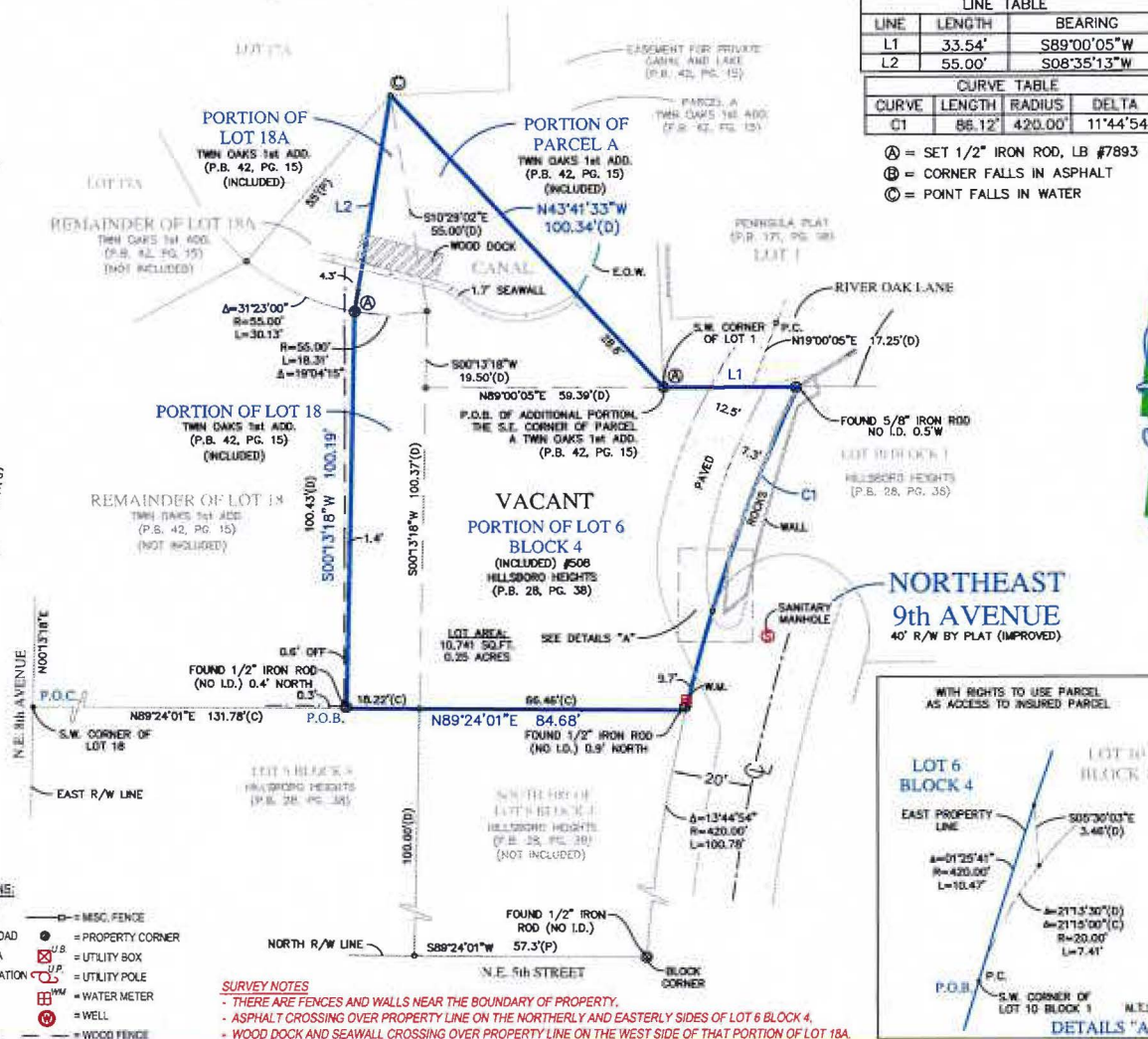
SURVEY NOTES

- THERE ARE FENCES AND WALLS NEAR THE BOUNDARY OF PROPERTY.
- ASPHALT CROSSING OVER PROPERTY LINE ON THE NORTHERLY AND EASTERLY SIDES OF LOT 6 BLOCK 4.
- WOOD DOCK AND SEAWALL CROSSING OVER PROPERTY LINE ON THE WEST SIDE OF THAT PORTION OF LOT 18A.

LINE TABLE			
LINE	LENGTH	BEARING	
L1	33.54'	S89°00'05"W	
L2	55.00'	S08°35'13"W	

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	86.12'	420.00'	11°44'54"

- A = SET 1/2" IRON ROD, LB #7893
- B = CORNER FALLS IN ASPHALT
- C = POINT FALLS IN WATER



GENERAL NOTES

- LEGAL DESCRIPTION PROVIDED BY OTHERS.
- THE LINES SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- ONLY VISIBLE ENCROACHMENTS ARE LOCATED.

- DIMENSIONS SHOWN HEREON ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
- FENCE OWNERSHIP NOT DETERMINED.
- ELEVATIONS, IF SHOWN, ARE BASED ON N.G.V.D. 1929 DATUM, UNLESS OTHERWISE NOTED.
- IN SOME INSTANCES, GRAPHIC REPRESENTATION HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

REVISIONS:

SERVING FLORIDA
LB #7503
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
FACSIMILE (800) 741-0576
WEBSITE: <http://largesurveying.net>

TARGET
SURVEYING, LLC

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)
KENNETH J. OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #4115

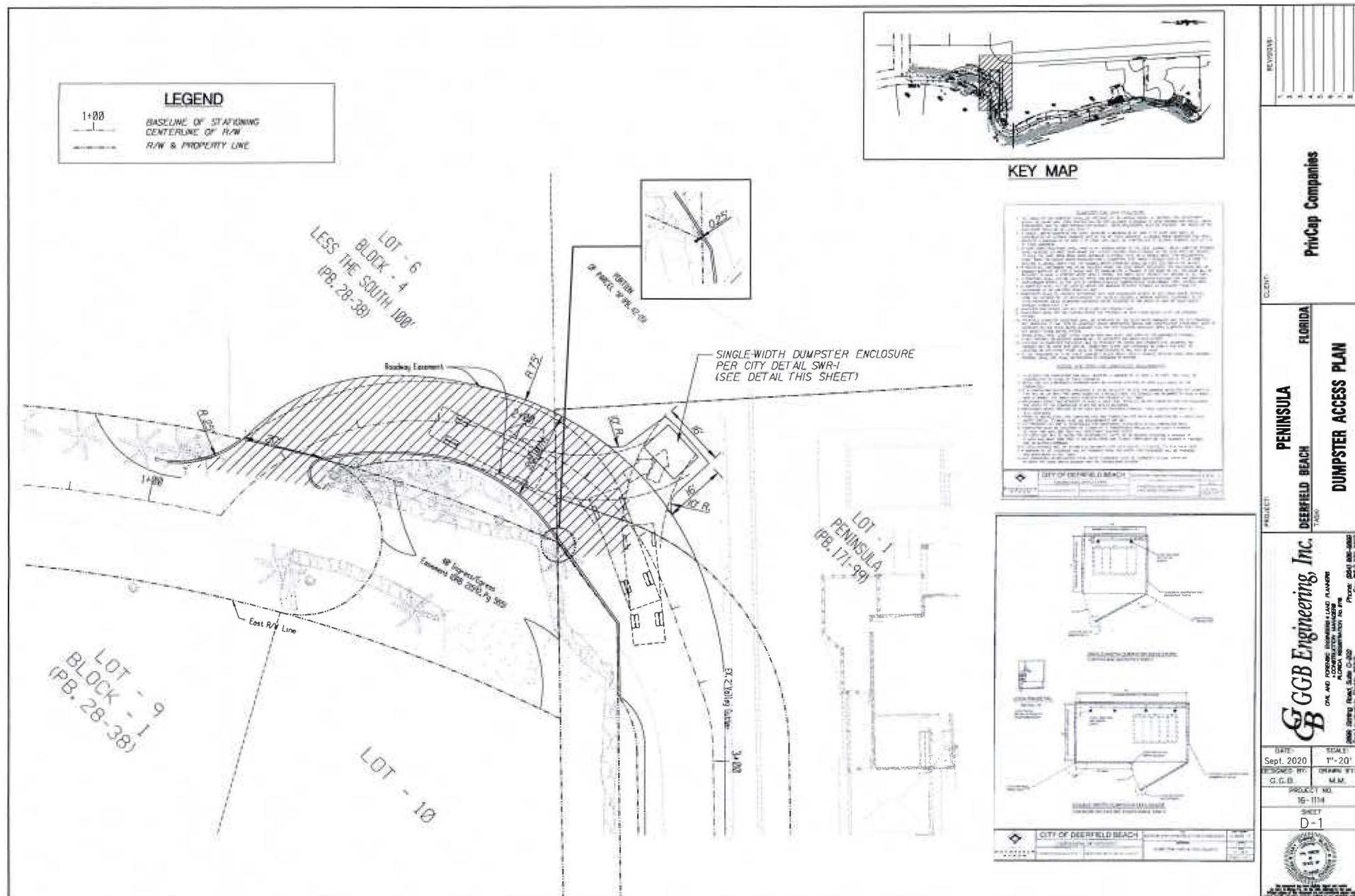


Exhibit "C"

Exhibit "C"

Peninsula Plat Solid Waste Plan

Peninsula Property Owners Association, Inc. (Association) shall be responsible for furnishing and maintaining a trash enclosure as depicted on Exhibit "C" and suitable to allow for the City to render collection services.

The City will provide a waste receptacle to be serviced by the City at a size and service level appropriate to meet the needs of the Association.

The Association is responsible for the construction, maintenance, upkeep and repairs of the trash enclosure as well as any modifications that may be required for the City to service the receptacle or Association.

The Association shall provide a single point of contact that will be responsible for the payment of solid waste fees, coordinating any solid waste related needs with the City and any other items associated with the collection of solid waste, recycling or bulk materials by the City.

All materials (garbage, recycling and bulk) shall be placed inside the City provided receptacle in a manner to allow for the container to close and to not exceed the top lip of the container.

Any debris placed within the enclosure or any other location other than the City provided receptacle and areas depicted in Exhibit "C" will not be collected by the City.

The City will bill monthly with one bill for the service to the appropriate Association designated contact with payment due net 30 days from receipt.

Hazardous waste, liquid waste, car parts, hot coals from a barbeque, and construction debris are NOT to be placed in City provided receptacle.

Per City ordinance, all debris generated by private contractor or landscaper shall be removed from the property and properly disposed by the vendor.

Any violations of the above may result in additional fees or fines as applicable.

Residents with questions may call the City at 954-480-4391 for assistance.

PENINSULA

DEERFIELD BEACH, FLORIDA

PAVING, GRADING AND DRAINAGE IMPROVEMENTS PLAN



LOCATION MAP
SEC. 31, T14N. 47S. RGE. 43E.
N.T.S.

SHEET NO.
000
1 & 2
DEMO
PGD1 & PGD-2
D1
FIRE
NOT
SW01 - SW03

TITLE
COVER SHEET
SURVEY
PGD DEMOLITION PLAN
PGD PLANS AND PROFILE
DUMPSTER ACCESS PLAN
FIRE TRUCK ACCESS PLAN
GENERAL NOTES AND DETAILS
STORM WATER POLLUTION
PREVENTION PLANS & DETAILS

NOTE:
ALL EXISTING AND PROPOSED
ELEVATIONS REFER TO NAVD-88 DATUM.

PLANS ARE NOT
FOR CONSTRUCTION
UNLESS STAMPED:
"FOR CONSTRUCTION"

GGB Engineering, Inc.

3808 Ring Road, Suite 201 • Fort Lauderdale, Florida 33307
PH: (954) 999-3000 • FAX: (954) 999-4000
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS



PROJECT NO. 161114
DESIGN DATE: Sept. 2020

A strip of land in SE 1/4 of Section 31, Township 47 South, Range 43 East, City of Deerfield Beach, Broward County Florida

Match Line A-A (See Page 2 of 2)



LOCATION MAP

✓ Subject Property

- SURVEYOR'S REPORT AND GENERAL NOTES

(Not valid without the attached Survey sheet)

1. Legal Description has been furnished by the client.
2. References to "Deed", "Heirship" or "Rat" refer to documents and interests of record as part of the pertinent information used for the survey work. Measured distances, directions and angles along boundary lines are in conformity with corresponding values from records, unless otherwise shown.
3. These lands are subject to additional restrictions of record that were not furnished to the undersigned registered surveyor. A title search has not been performed by the surveyor.
4. North arrow direction is based on an assumed meridian. Bearings are based on an assumed meridian on a well-established line, said line being noted as BK on the Survey Map.
5. Only above ground improvements are shown herein. Foundations, underground features and utilities have not been located.
6. Survey markers found in the field have no identification values otherwise shown. Any survey marker set by our company is labeled US 7362 or US 7363.
7. Fence ownership has not been determined. Distances from existing fences to boundary lines are approximate. Fence/walls with and without posts must be considered to determine true location. Lands located beyond perimeter fences right or might not be being used by adjacent. Adjacent parcels have not been investigated.
8. The Survey Map is intended to be used for the purposes herein. Data is expressed in U.S. Survey Feet.
9. This Survey Map is being prepared for the use of the party(ies) that it is created to and does not extend to any unnamed individual, entity or assignee.
10. **FLOODPLAIN INFORMATION:** An asked from Federal Insurance Rate Map (FIRM) of Community No. 125101 (City of Deerfield Beach), Palm Beach County, FL, revised on August 18th, 2014, the real property here is "Zone" A1 with Base Flood Elevation 7 feet (NAVD 83).
11. **HORIZONTAL ACCURACY:** Accuracy obtained thru measurements and calculations made and exceeds the minimum horizontal lateral accuracy for a Suburban area being equal to 1 foot in 7,500 feet.
12. **VERTICAL CONTROL AND ELEVATION:** The elevations as shown are reference to the North American Datum of 1980 (NAVD 1988). Official Broward County Single-Area Geocentric Factor (from NAVD 1928 to NAVD 1988 datum) is 1.51 feet at (minus) 1.51 feet.
13. **VERTICAL ACCURACY:** The vertical accuracy meets the standard of plus or minus 0.05 foot times the square root of the slope distance in miles. Elevations are based on a three loop trip and to the following official bench marks:
Bench Mark #1 - Broward County Engineering Department Serch Mark 1038.
Elevation is 15.235 feet (NGVD29).
Bench Mark #2 - Broward County Engineering Department Serch Mark 1102.
Elevation is 7.960 feet (NGVD29).

LIBRARY CENTER TO

Private Pension Holdings LLC

I/We certify that this Survey conforms to the standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in applicable provisions of chapter 50-17, Florida Administrative Code pursuant to Section 472.007, Florida Statutes. This Survey is accurate and correct to the best of my knowledge and belief.

Dolichopus C. *hallo-brunneus*

Professional Surveyor and Mapper LB5750—State of Florida

Field Work Date: 05/08/2000

Subvers revised to add additional topographies into an lot 4. 10/07/2020

Additions and deletions to the Survey Map are prohibited. The Survey Map and Report are not valid without the signature and original raised seal or without the authenticated electronic signature and seal of the undersigned Florida Licensed Surveyor and Mapper.

Reference Address:
508 N.E. 8th Avenue, Deerfield Beach, Florida 33441
Project No. 20958

"Peninsula - Deerfield"

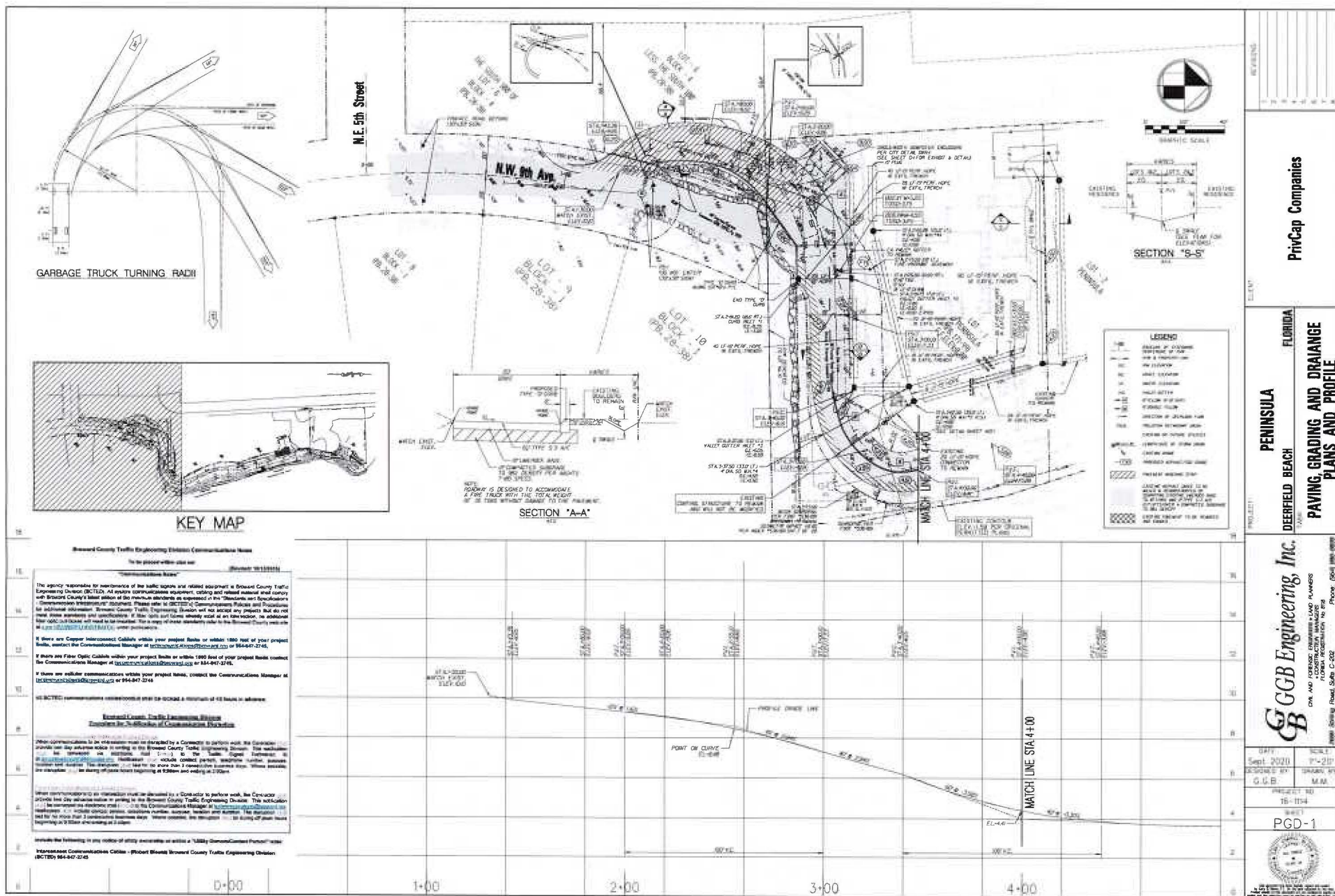


NUMBER	RADIUS	LENGTH	DELTA
C-1	R=20.00'	L=62.83'	Δ=180°00'00"
C-2	R=420.00'	L=86.13'	Δ=171°45'00"
C-3	R=380.00'	L=75.10'	Δ=171°26'00"
C-4	R=380.00'	L=76.99'	Δ=171°18'29"
C-5	R=24.00'	L=29.32'	Δ=69°59'59"

Project Summary						
Line #	Component Name	Quantity	Unit	Material Cost	Estimated Cost	Actual Cost
1	Excavation	100	cu yd	100	100	100
2	Foundation	100	sq ft	100	100	100
3	Structure	100	sq ft	100	100	100
4	Roofing	100	sq ft	100	100	100
5	Interior Finishes	100	sq ft	100	100	100
6	Exterior Finishes	100	sq ft	100	100	100
7	Landscaping	100	sq ft	100	100	100
8	Site Work	100	sq ft	100	100	100
9	Foundation	100	sq ft	100	100	100
10	Structure	100	sq ft	100	100	100
11	Roofing	100	sq ft	100	100	100
12	Interior Finishes	100	sq ft	100	100	100
13	Exterior Finishes	100	sq ft	100	100	100
14	Landscaping	100	sq ft	100	100	100
15	Site Work	100	sq ft	100	100	100
16	Foundation	100	sq ft	100	100	100
17	Structure	100	sq ft	100	100	100
18	Roofing	100	sq ft	100	100	100
19	Interior Finishes	100	sq ft	100	100	100
20	Exterior Finishes	100	sq ft	100	100	100
21	Landscaping	100	sq ft	100	100	100
22	Site Work	100	sq ft	100	100	100
23	Foundation	100	sq ft	100	100	100
24	Structure	100	sq ft	100	100	100
25	Roofing	100	sq ft	100	100	100
26	Interior Finishes	100	sq ft	100	100	100
27	Exterior Finishes	100	sq ft	100	100	100
28	Landscaping	100	sq ft	100	100	100
29	Site Work	100	sq ft	100	100	100
30	Foundation	100	sq ft	100	100	100
31	Structure	100	sq ft	100	100	100
32	Roofing	100	sq ft	100	100	100
33	Interior Finishes	100	sq ft	100	100	100
34	Exterior Finishes	100	sq ft	100	100	100
35	Landscaping	100	sq ft	100	100	100
36	Site Work	100	sq ft	100	100	100
37	Foundation	100	sq ft	100	100	100
38	Structure	100	sq ft	100	100	100
39	Roofing	100	sq ft	100	100	100
40	Interior Finishes	100	sq ft	100	100	100
41	Exterior Finishes	100	sq ft	100	100	100
42	Landscaping	100	sq ft	100	100	100
43	Site Work	100	sq ft	100	100	100
44	Foundation	100	sq ft	100	100	100
45	Structure	100	sq ft	100	100	100
46	Roofing	100	sq ft	100	100	100
47	Interior Finishes	100	sq ft	100	100	100
48	Exterior Finishes	100	sq ft	100	100	100
49	Landscaping	100	sq ft	100	100	100
50	Site Work	100	sq ft	100	100	100

Reference Address:
508 N.E. 8th Avenue, Deerfield Beach, Florida 33441
Project No. 20958

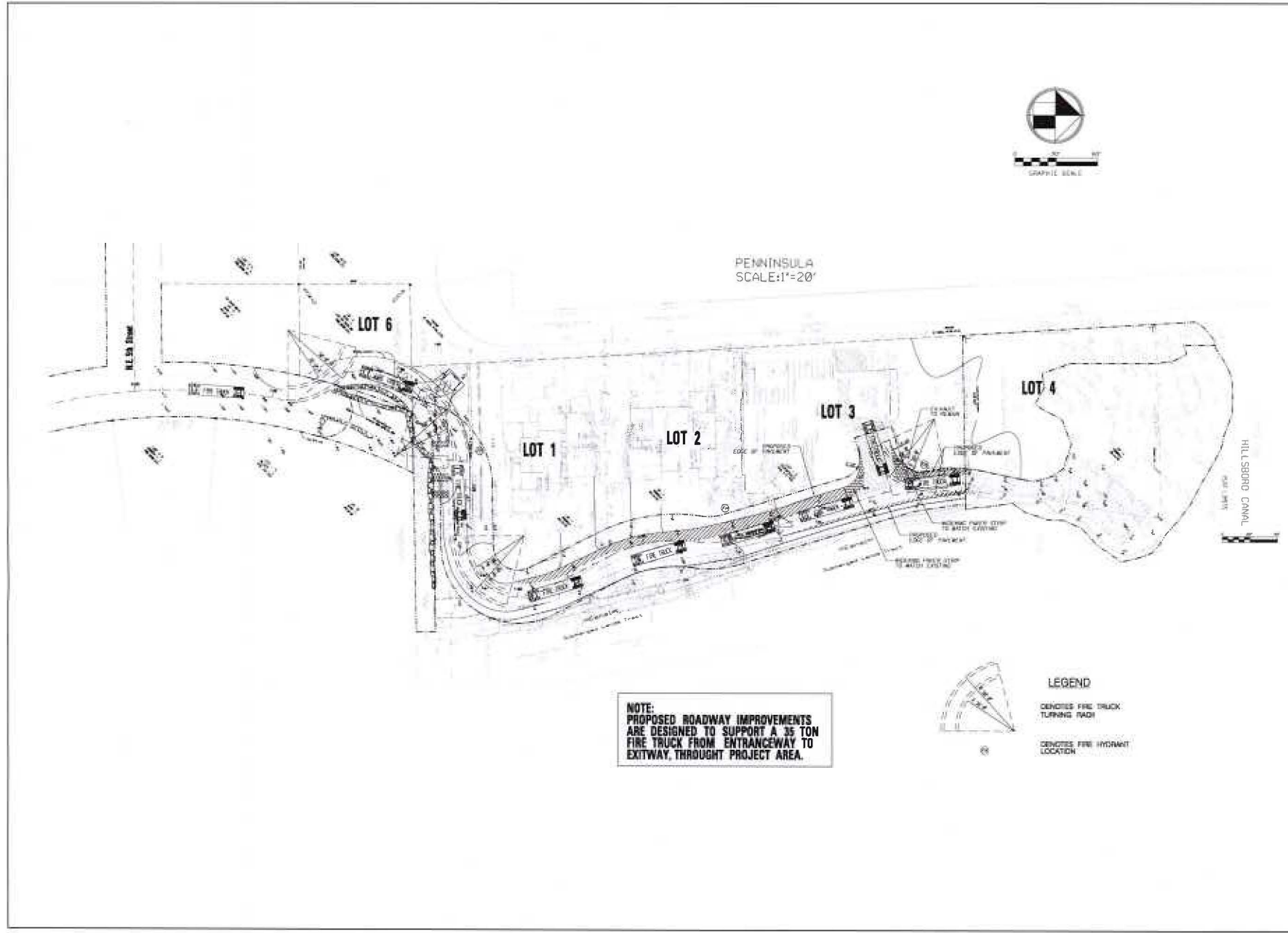


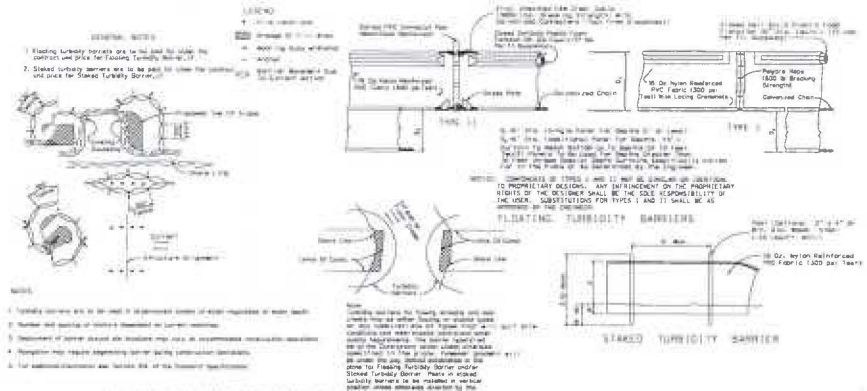




CLIENT Hillsboro Canal Plant Limits	
PROJECT PENINSULA DEERFIELD BEACH FLORIDA PAVING, GRADING AND DRAINAGE PLANS AND PROFILE	
DESIGNER GCB Engineering, Inc. 1000 S.W. 10th Avenue Fort Lauderdale, Florida 33304 Phone: (954) 586-8800 Fax: (954) 586-8802	
DATE 5/14/2020	DRAWN BY J. M. M.
PROJECT NO. 15-1114	SHEET PGD-2
SCALE 1"=20' 1"=40'	

PENINSULA DEERFIELD BEACH FLORIDA		PROJECT FIRE TRUCK ACCESS PLAN
GGB Engineering, Inc. ONE AND JOINTLY OWNED PARTNERSHIP 10000 Highway 1, Suite 200 Fort Lauderdale, Florida 33322 Phone: (954) 386-8000 Fax: (954) 386-8005		DATE: Sept. 2020 DRAWN BY: G.O.B. PROJECT NO: 10-1114 SHEET: FIRE
SCALE: 1"=30' DRAWN BY: M.M.		

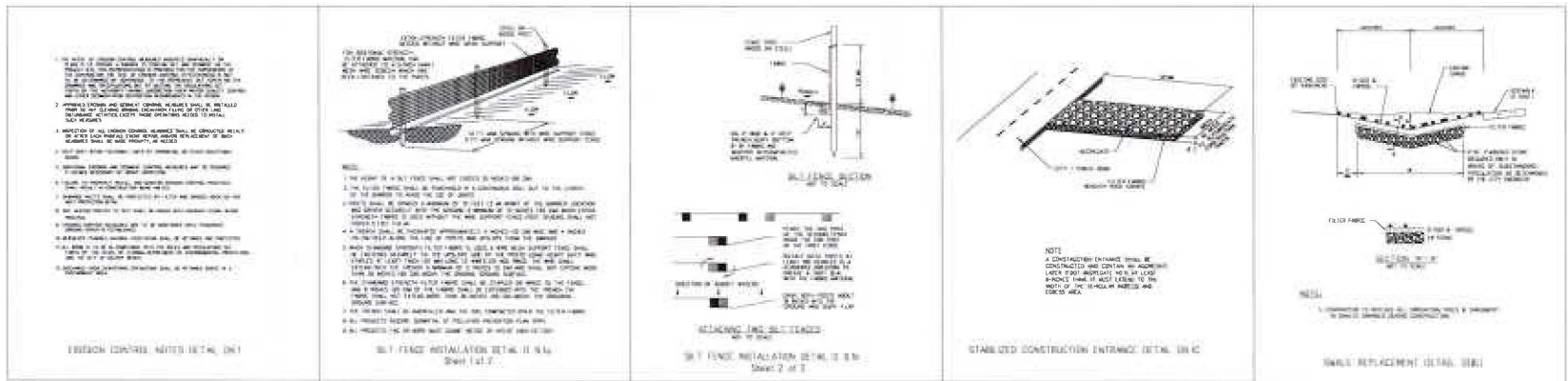




TURBIDITY BARRIER DETAILS PER FDOT INDEX NO. 103

GENERAL NOTES		CONSTRUCTION DETAILS	
1. Floating Turbidity Barriers are to be used to contain and control the flow of water in the waterway. 2. Staked Turbidity Barriers are to be used to contain and control the flow of water in the waterway.		1. Floating Turbidity Barriers are to be used to contain and control the flow of water in the waterway. 2. Staked Turbidity Barriers are to be used to contain and control the flow of water in the waterway.	
3. Skirted Turbidity Barriers are to be used to contain and control the flow of water in the waterway. 4. Floating Turbidity Barriers are to be used to contain and control the flow of water in the waterway.		3. Skirted Turbidity Barriers are to be used to contain and control the flow of water in the waterway. 4. Floating Turbidity Barriers are to be used to contain and control the flow of water in the waterway.	

NOTE TO CONTRACTOR: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF THE TURBIDITY BARRIERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF THE TURBIDITY BARRIERS.



PENINSULA

FLORIDA

PrivCap Companies

GENERAL NOTES AND CONSTRUCTION DETAILS

GGB Engineering, Inc.

DATE: Sept. 2020
 DESIGNED BY: GEB
 DRAWN BY: SWO2

SCALE: N.T.S.
 SHEET: SWO2

ONE AND FORTY-FOUR ENGINEERS AND PLANNERS
 A PROFESSIONAL CORPORATION
 9609 Shing Road, Suite C-202
 Fort Lauderdale, Florida 33322

Phone: (954) 886-8899
 Fax: (954) 886-8895

STORM WATER POLLUTION PREVENTION PLAN

1.0 INTRODUCTION The construction phase of a project requires the construction equipment, vehicles, and materials to be stored on the project site. This equipment, vehicles, and materials can be a source of pollution to the receiving water body. The purpose of this plan is to describe the measures that will be taken to prevent this pollution.	2.0 PURPOSE The purpose of this plan is to describe the measures that will be taken to prevent pollution from the construction phase of a project.	3.0 SCOPE This plan applies to all construction activities on the project site, including the storage, use, and disposal of equipment, vehicles, and materials.	4.0 REFERENCES The following references are used in this plan: - Florida Department of Environmental Protection (FDEP) Storm Water Pollution Prevention Manual - Florida Department of Transportation (FDOT) Storm Water Pollution Prevention Manual - Florida Department of Agriculture and Consumer Services (FDACS) Storm Water Pollution Prevention Manual	5.0 DEFINITIONS The following definitions apply to this plan: Construction Phase: The period of time during which the project is being constructed. Equipment: Any vehicle or machine used in the construction phase. Materials: Any substance used in the construction phase.	6.0 MEASURES The following measures will be taken to prevent pollution: - Equipment will be stored on a paved surface. - Materials will be stored in a covered area. - Equipment will be cleaned before leaving the site.
7.0 STORAGE OF EQUIPMENT Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.	8.0 STORAGE OF MATERIALS Materials will be stored in a covered area, away from the water body. Materials will be covered with a tarp or other protective covering.	9.0 EQUIPMENT MAINTENANCE Equipment will be maintained in good working order. Equipment will be cleaned before leaving the site.	10.0 EQUIPMENT CLEANING Equipment will be cleaned before leaving the site. Equipment will be cleaned with a high-pressure water hose.	11.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.	12.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.
13.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.	14.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.	15.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.	16.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.	17.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.	18.0 EQUIPMENT STORAGE Equipment will be stored on a paved surface, away from the water body. Equipment will be cleaned before leaving the site.
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REVISED

DATE

BY

FOR

FLORIDA

PENINSULA

GENERAL NOTES AND CONSTRUCTION DETAILS

PrivCap Companies

GGB Engineering, Inc.

1000 South Main Street, Suite 1000
Fort Lauderdale, Florida 33301

Phone: (954) 986-8889
Fax: (954) 986-8888

DATE: Sept. 2020

DESIGNED BY: GGB

SCALE: 1" = 1'

REVISION: 1

SW03



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2234

Agenda Date: 11/14/2023

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

P.H. 2023-016: ORDINANCE 2023/ - 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 TABLES 10.2 AND 10.4 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 12, 2023

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 2024 – FY 2028) 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 13, 2023. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

No new information is provided in this document. All data collected is from the adopted Capital Improvement Plan. Approving this item does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five-year plan and the current five year plan. These changes are shown in Table 10.2 – Five Year Schedule for Capital Improvements for FY 2024-2028 and Table 10.4 – Five Year Schedule of Capital Improvements Summary by Functional Category 2024-2028. Additional changes in this section are to numerical updates to each fund's revenue source.

This item was reviewed and recommended for approval by the Planning and Zoning Board at its October 5, 2023 meeting.

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

Recommendation

Staff recommends approval.

ORDINANCE NO. 2023

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 TABLES 10.2 AND 10.4 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), 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 10.2 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, Table 10.4 sets forth the Five Year Schedule of Capital Improvements Summary by Functional Category for Fiscal Years 2024-2028; 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 5, 2023, to review the proposed updated five-year schedule for Fiscal Years 2024-2028 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 2024-2028 is 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 10.2 “Five Year Schedule of Capital Improvements” and Table 10.4 “Five Year Schedule of Capital Improvements Summary by Functional Category” of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan for Fiscal Years 2024-2028 are 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 _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A



Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY2024-FY2028

VOLUME 10.0



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

**Adopted December 12, 2024
Revised Capital Improvement Plan FY24-FY28**

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
Bernie Parness – Vice Mayor
Michael Hudak – District 1
Ben Preston – District 2
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
Christopher Suneson, Assistant Director
Daniel Mantell, Planning and Zoning Manager
Bonnie Jacobson, Senior Planner
Rafaela Thermidor, Planner
Emily Cortez, Assistant Planner

Financial Services

Stephanie Tinsley, Chief Financial Officer

TABLE OF CONTENTS

10.1	INTRODUCTION	4
10.2	GOALS, OBJECTIVES AND POLICIES	4
10.2.1	Capital Improvements Goals, Objectives and Policies	5
10.3	BASELINE DATA	12
10.3.1	Public Facilities Inventory	12
10.3.1.1	Consistency with Other Comprehensive Plan Elements	12
10.3.1.2	Five Year Schedule of Capital Improvements	13
10.3.1.3	Public Education and Public Health Systems Facilities.....	19
10.3.2	Revenue Resources and Funding Mechanisms	21
10.3.3	Major Sources of Revenue.....	22
10.4	ANALYSIS.....	23
10.4.1	Local Practices Guiding Timing and Location of Public Facilities	23
10.4.2	Fiscal Implication of Decificiencies in Support of the Future Land Use Element	24
10.4.3	Costs of Needed Capital Improvements and Basis of Cost Estimates	24
10.4.4	Impact of Public Educational and Health Care Systems on Infrastructure.....	25
10.4.5	Support of the Future Land Use Element and Plan.....	25
10.4.6	Ability to Finance Capital Improvements	25

TABLES AND MAPS

TABLES

Table 10. 1	Long Range Transportation Planning LOS	10
Table 10. 2	Five Year Schedule of Capital Improvements FY 2024 - FY2028	14
Table 10. 3	State Shared Revenues.....	23
Table 10. 4	Five-Year Schedule of Capital Improvements.....	24

MAPS

Map 10-1	Public Schools and Hospitals	20
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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 2024 - FY2028

City of Deerfield Beach
General Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - General Unassigned Fund Balance	\$ 3,950,871	\$ 6,423,000	\$ 9,994,000	\$ 1,875,000	\$ 1,110,000	\$ 23,352,871
Transfer In - Solid Waste Unassigned Fund Balance	-	250,000	-	-	-	250,000
Transfer In - Road & Bridge Grant Funding	2,889,088	3,520,000	2,273,090	-	-	8,682,178
Transfer In - Federal Grant Funding	750,000	-	-	-	-	750,000
Transfer In - State Grant Funding	982,419	-	-	-	-	982,419
Debt/Loan Proceeds	11,788,000	6,520,000	1,500,000	1,500,000	1,500,000	22,788,000
Lease/Purchase Proceeds	1,880,251	1,214,806	904,145	720,863	563,500	5,083,165
Total Revenues & Other Financing Sources	\$ 22,020,629	\$ 17,927,606	\$ 14,671,235	\$ 4,095,663	\$ 3,173,500	\$ 61,888,633
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Air Pavilion at Oveta McKeithen Outside Basketball Court	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
CCC Building A - 2nd Floor	-	500,000	-	-	-	500,000
City Bridge Rehabilitation	368,000	2,500,000	400,000	400,000	400,000	4,068,000
City -Wide Unified Key Management System	125,000	-	-	-	-	125,000
Citywide Court Surfacing & Enclosures	50,000	90,000	-	-	-	140,000
Citywide Fitness Courts	-	116,000	64,000	81,000	-	261,000
Citywide Median Improvements	500,000	150,000	150,000	150,000	150,000	1,100,000
Citywide Park Lighting	300,000	350,000	350,000	-	-	1,000,000
Citywide Pavilions	-	420,000	180,000	100,000	60,000	760,000
Citywide Playgrounds	450,000	750,000	800,000	350,000	500,000	2,850,000
Citywide Restrooms	-	110,000	300,000	495,000	-	905,000
Citywide Street Lighting	800,000	-	-	-	-	800,000
Citywide Street Resurfacing	-	3,000,000	1,500,000	1,500,000	1,500,000	7,500,000
Constitution Park Community Center	500,000	-	5,800,000	200,000	-	6,500,000
Dixie Highway Streetscape Improvements	-	564,000	-	-	-	564,000
Electric Chargers Pilot Project	-	58,000	-	99,000	-	157,000
ERP Implementation (Carryforward)	4,000,000	-	-	-	-	4,000,000
FAU Research Park Blvd	-	7,040,000	-	-	-	7,040,000
FEC Fence (SE 10th St to Sample Road)	900,000	-	-	-	-	900,000
International Fishing Pier Structural Repair & Rehabilitation	4,500,000	-	-	-	-	4,500,000
Johnie McKeithen Masterplan & Park Improvement	-	75,000	1,600,000	-	-	1,675,000
LAP Project 445529-1 City of Deerfield Beach (various	389,088	-	2,273,090	-	-	2,662,178
Lifeguard Towers	931,993	-	-	-	-	931,993
Middle School Aquatics Parking Lot	700,000	-	-	-	-	700,000
Parking Lot Resurfacing	-	140,000	-	-	-	140,000
Pioneer Grove Corridor	5,000,000	-	-	-	-	5,000,000
Pioneer Park Dock, Rail and Piling	-	-	350,000	-	-	350,000
Safe Routes to School - Deerfield Elementary School LAP	610,177	-	-	-	-	610,177
Showmobile Replacement	-	250,000	-	-	-	250,000
West Community Center Building and Parking Lot Improvements	216,120	-	-	-	-	216,120
Total Infrastructure Projects	\$ 20,340,378	\$ 16,713,000	\$ 13,767,090	\$ 3,375,000	\$ 2,610,000	\$ 56,805,468

City of Deerfield Beach
General Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
<u>Equipment/Fleet</u>						
<u>Office of Public Safety:</u>						
Fire Rescue Ambulance	\$ 561,000	\$ 654,126	\$ 268,513	\$ 268,513	\$ -	\$ 1,752,152
Pickup Truck (Administration)	102,200	97,020	88,020	62,000	-	349,240
Pickup Truck (Park Ranger)	36,000	-	-	-	-	36,000
Pickup Truck (Parking Authority)	36,000	-	-	-	-	36,000
SUV (Fire/Rescue)	-	-	55,902	-	-	55,902
SUV (Park Rangers)	34,000	-	-	-	-	34,000
<u>Sustainable Mangement:</u>						
Auto - Hybrid/Electric	-	-	50,000	-	-	50,000
<u>Environmental Services:</u>						
Cargo Van	-	-	-	103,000	-	103,000
<u>Community Services:</u>						
Passenger Bus	283,400	-	300,000	-	110,000	693,400
<u>Parks & Recreation:</u>						
Auto - Hybrid/Electric	-	-	50,000	-	-	50,000
Backhoe (Cemetery)	147,000	-	-	-	-	147,000
Backhoe (Parks Maintenance)	-	150,000	-	-	-	150,000
Cargo Van	-	-	-	-	45,000	45,000
Dump Truck	114,000	-	-	-	-	114,000
Passenger Van (Parks Maintenance)	57,000	-	-	-	-	57,000
Passenger Van (Recreation)	57,000	60,420	-	-	-	117,420
Pickup Truck (Parks Maintenance)	135,900	133,040	91,710	148,500	148,500	657,650
Pickup Truck (Athletics)	-	-	-	-	40,000	40,000
Pickup Truck (Cemetery)	-	-	-	47,300	-	47,300
Skid Steer	-	-	-	46,350	100,000	146,350
Stake Body	-	-	-	-	120,000	120,000
Surf Rake	65,845	-	-	-	-	65,845
Sweeper	-	-	-	45,000	-	45,000
Tractor	50,906	120,000	-	-	-	170,906
Total Equipment/Fleet	\$ 1,680,251	\$ 1,214,606	\$ 904,145	\$ 720,663	\$ 563,500	\$ 5,083,165
Total Expenditures & Other Financing Uses	\$ 22,020,629	\$ 17,927,606	\$ 14,671,235	\$ 4,095,663	\$ 3,173,500	\$ 61,888,633

**City of Deerfield Beach
Utilities Capital Fund
Capital Expenditures by Category**

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Utilities Unassigned Fund Balance	\$ 5,575,828	\$ 10,675,465	\$ 2,392,100	\$ 1,200,000	\$ 1,200,000	\$ 21,043,393
Transfer In - Direct ARPA Funding	1,725,005	26,000	-	-	-	1,751,005
Lease/Purchase Proceeds	340,301	630,700	342,600	602,550	471,000	2,387,151
Loan Proceeds	1,727,824	9,000,000	9,000,000	900,000	-	20,627,824
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 9,368,958	\$ 20,332,165	\$ 11,734,700	\$ 2,702,550	\$ 1,671,000	\$ 45,809,373
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Advanced Metering Infrastructure (AMI)	2,246,828	240,000	-	-	-	2,486,828
Ammonia Conversion and 4-Log Removal Project	750,000	126,000	-	-	-	876,000
Chemical Line and Bulk Tank Replacement Project	-	4,800,000	480,000	-	-	5,280,000
Chlorine Conversion	500,000	-	-	-	-	500,000
East Water Treatment Plant Site Improvements	-	220,000	-	-	-	220,000
Floridan Well Rehabilitation Project	1,075,005	-	-	-	-	1,075,005
Injection Well Rehabilitation	50,000	-	-	-	-	50,000
Ion Exchange System	-	9,000,000	9,000,000	900,000	-	18,900,000
Motor Control Center Replacement Project	800,000	-	-	-	-	800,000
Operator Control Console Upgrades	700,000	70,000	-	-	-	770,000
Program Logic Controls Replacement Project (PLC upgrade)	292,000	-	-	-	-	292,000
Reverse Osmosis and Nano Filtration Sand Strainer Project	302,000	1,632,000	163,200	-	-	2,097,200
Reverse Osmosis- Degasifier and Scrubber Media Replacement and System Rehabilitation	55,000	485,000	48,500	-	-	588,500
RO Element Replacement and Train Refurbishment	90,000	834,000	83,400	-	-	1,007,400
SW 10th Street Reclaimed Water Line	1,727,824	-	-	-	-	1,727,824
Transfer Switch Upgrade Project	-	64,465	-	-	-	64,465
Transite Water Main Replacement Program	\$ 120,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 4,920,000
Utility Network and Communication Upgrades	100,000	10,000	-	-	-	110,000
Water Main Replacement at East Water Treatment Plant	70,000	670,000	67,000	-	-	807,000
Well Generators and Variable Frequency Drive Replacement	150,000	350,000	350,000	-	-	850,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 9,028,657	\$ 19,701,465	\$ 11,392,100	\$ 2,100,000	\$ 1,200,000	\$ 43,422,222
<u>Equipment/Fleet</u>						
Forklift	\$ 109,000	\$ -	\$ -	\$ -	\$ -	\$ 109,000
Cargo Van	-	-	-	-	103,000	103,000
Pickup Truck	-	47,700	-	-	103,000	150,700
Dump Truck	-	212,000	-	-	-	212,000
Pickup Truck	231,301	106,000	342,600	180,250	-	860,151
Truck Crane	-	265,000	-	-	-	265,000
Sewer Truck	-	-	-	422,300	-	422,300
Backhoe	-	-	-	-	165,000	165,000
Skid Steer	-	-	-	-	100,000	100,000
TOTAL EQUIPMENT/FLEET	\$ 340,301	\$ 630,700	\$ 342,600	\$ 602,550	\$ 471,000	\$ 2,387,151
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 9,368,958	\$ 20,332,165	\$ 11,734,700	\$ 2,702,550	\$ 1,671,000	\$ 45,809,373

City of Deerfield Beach
Solid Waste Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Lease/Purchase Proceeds	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965
EXPENDITURES AND OTHER FINANCING USES						
<u>Equipment/Fleet</u>						
Front Load Truck	\$ 1,435,530	\$ -	\$ -	\$ 538,110	\$ 554,254	\$ 2,527,894
Pickup Truck	36,000	38,160	39,305	40,485	83,400	237,350
Roll Off Truck	343,350	363,951	374,870	386,115	397,700	1,865,986
Grapple Truck	324,621	344,098	354,421	365,054	376,005	1,764,199
ASL Truck	-	409,796	422,090	434,855	477,795	1,744,536
TOTAL EQUIPMENT/FLEET	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965

City of Deerfield Beach
Stormwater Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Stormwater Unassigned Fund Balance	\$ 2,185,630	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,785,630
Transfer In - Federal Grant Direct ARPA Funding	3,023,874	-	-	-	-	3,023,874
Transfer In - Utilities Fund	4,999,773	-	-	-	-	4,999,773
Transfer In - State Grant Funding	435,000	-	-	-	-	435,000
Loan Proceeds	400,000	1,800,000	-	-	-	2,200,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 11,044,277	\$ 2,200,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 14,444,277
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Citywide Stormwater Improvements	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
College Park Stormwater Capital Improvement	400,000	1,800,000	-	-	-	2,200,000
Crystal Lake Drainage and Paving	2,800,000	-	-	-	-	2,800,000
SE 8TH Avenue, Stormwater Capital Improvement	2,339,911	-	-	-	-	2,339,911
West Deerfield, Stormwater Capital Improvement	4,669,366	-	-	-	-	4,669,366
Martin Luther King Jr. Avenue Stormwater Improvement	435,000	-	-	-	-	435,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 11,044,277	\$ 2,200,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 14,444,277
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 11,044,277	\$ 2,200,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 14,444,277

City of Deerfield Beach
General Obligation/Revenue Bonds
Capital Expenditures by Category

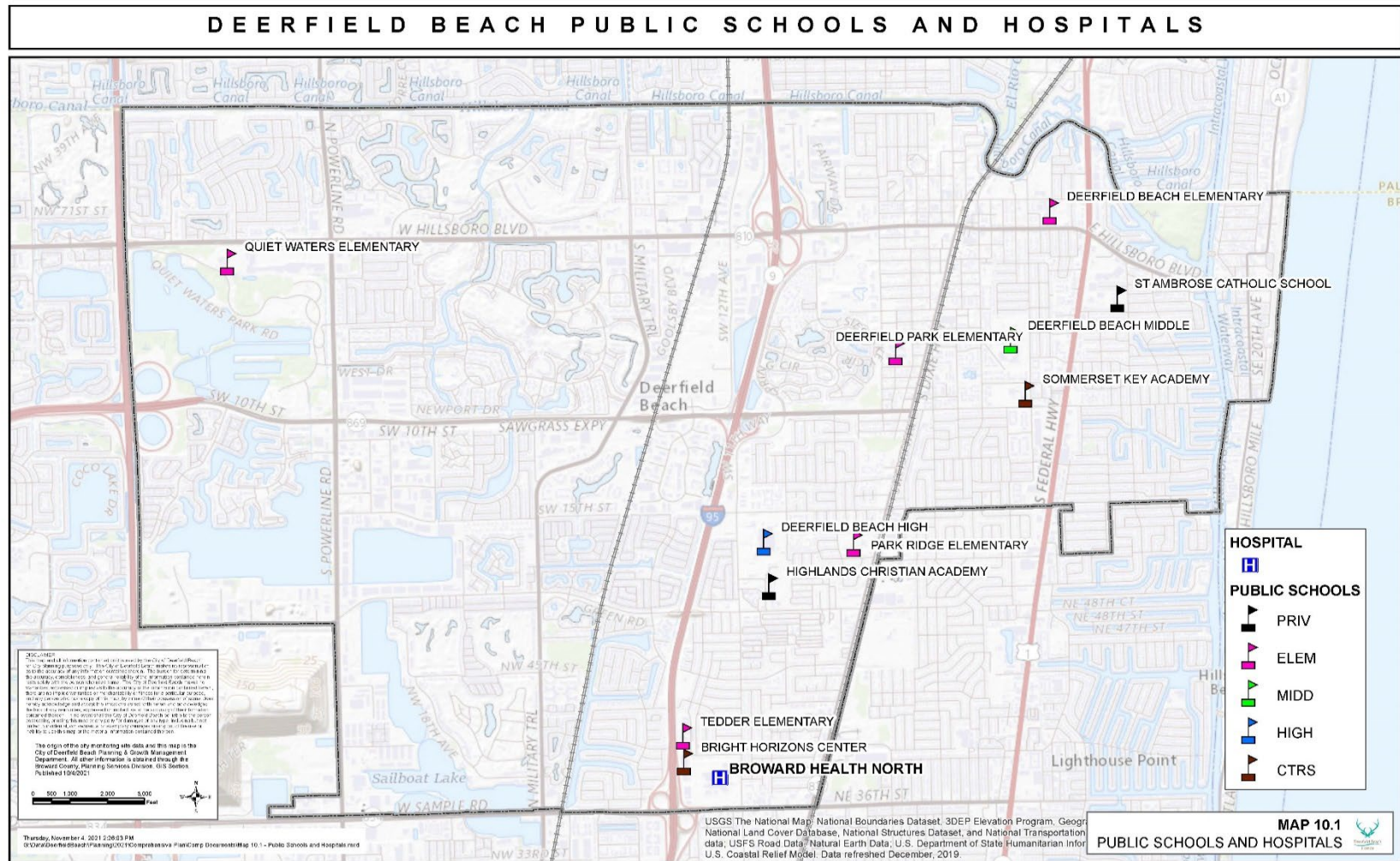
	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 3,206,498	\$ -	\$ -	\$ -	\$ -	\$ 3,206,498
Transfer In - Public Works Grants	1,399,796	-	-	-	-	1,399,796
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 4,606,294	\$ -	\$ -	\$ -	\$ -	\$ 4,606,294
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Center for Active Aging	\$ 1,809,698	\$ -	\$ -	\$ -	\$ -	\$ 1,809,698
City Hall Renovations	2,347,496	-	-	-	-	2,347,496
Tigner Center	449,100	-	-	-	-	449,100
TOTAL INFRASTRUCTURE PROJECTS	\$ 4,606,294	\$ -	\$ -	\$ -	\$ -	\$ 4,606,294
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 4,606,294	\$ -	\$ -	\$ -	\$ -	\$ 4,606,294

City of Deerfield Beach
Community Redevelopment Agency Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Unassigned Fund Balance	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
S-Curve Utility Undergrounding & Streetscape	\$ 2,084,247	\$ -	\$ -	\$ -	\$ -	\$ 2,084,247
Hillsboro Bridge Mural	1,450,000	-	-	-	-	1,450,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247

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, solid waste enterprise fund, utilities enterprise fund, stormwater capital fund, general obligation/revenue bonds, Community Redevelopment Agency fund, and other sources of funding. These sources are described in greater detail below:

General Capital Project Fund - \$61,888,633

The General fund represents 45% of the overall CIP funding over the next five years. A total of 33 General Fund projects and replacements have been identified. New infrastructure projects totaling \$20,340,378 and \$1,680,251 in Equipment/Fleet replacements have been scheduled in FY2024. Parks and Recreation improvements represent 20% of the costs estimated for total General Fund FY24 CIP. Construction and Facilities improvements represent 24% of the costs estimated for total General Fund FY24 CIP.

Utility Capital Project Fund - \$45,809,373

The Utility Fund represents 33% of the FY24-FY28 CIP. The funding here is for ongoing rehabilitation of the City's water plant and laboratory facilities.

Solid Waste Capital Project Fund - \$8,139,965

The City of Deerfield Beach prides itself on providing quality, low costs solid waste and disposal services. Solid Waste improvements represent 6% of the FY24-28 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.

Stormwater Capital Project Fund - \$14,444,277

The Stormwater Fund represents 10% of the FY24-FY28 CIP. Major projects include Citywide Stormwater improvements, renovation costs for the Environmental Services Building, and scheduled fleet replacements.

General Obligation/Revenue Bonds - \$4,606,294

The General Obligation/Revenue Bond projects represent 3% of the FY24-28 CIP. The project's cost included here are planned expenditures for ongoing projects which includes the renovation of the existing City Hall, the renovation of the Center for Active Aging, and improvements to the Tigner Center.

Community Redevelopment Agency Fund - \$3,534,247

The Community Redevelopment represents 3% of the FY24-28 CIP. There are two infrastructure projects included, S-Curve Utility Undergrounding & Streetscape and Hillsboro Bridge Mural. S-Curve Utility Underground & Streetscape project will underground overhead utilities, install paver sidewalks, replace current pedestrian lighting with decorative street lighting and lighted bollards along the A1A S-Curve and Ocean Way. Hillsboro Bridge Mural project is a component of the Art in Public Places Program where an original artistic mural package will be installed on the Hillsboro Bridge.

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
	FY23	FY24		
Mobile home licenses	\$ 15,000	\$ 14,000	\$ (1,000)	-7.1%
Alcoholic beverage licenses	55,000	50,000	(5,000)	-10%
Half-cent sales tax	6,100,000	6,700,000	600,000	9.8%
Motor fuel tax rebate	40,000	30,000	(10,000)	-25%
Public service taxes	8,894,000	9,305,000	411,000	4.6%
Local option gas tax	1,147,356	1,177,419	30,063	2.6%
State revenue sharing	2,900,000	2,800,000	(100,000)	-3.6%
Total	\$ 19,151,356	\$ 20,076,419	\$ 925,063	4.8%

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 2024-2028**

FUNDING SOURCE CODES	TOTAL	
General Capital Project Fund		\$ 61,888,633
Utility Capital Project Fund		\$ 45,809,373
Solid Waste Capital Project Fund		\$ 8,139,965
Stormwater Capital Project Fund		\$ 14,444,277
General Obligation/Revenue Bonds		\$ 4,606,294
Community Redevelopment Agency Fund		\$ 3,534,247
TOTAL		\$138,422,789
FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2024		\$ 52,713,906
Fiscal Year 2025		\$ 41,615,776
Fiscal Year 2026		\$ 27,996,621

Fiscal Year 2027		\$ 8,962,832
Fiscal Year 2028		\$ 7,133,654
TOTAL		\$138,422,789

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 determine 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 208.7 acres of vacant land, or .02% 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.

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/14/2023

Agenda Item No. 8

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

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 13, 2023. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

The proposed ordinance would adopt the annual update of the five-year schedule of Capital Improvements for the next five years (FY 2024 – FY 2028) for the City's Capital Improvement Element of the Comprehensive Plan. No new information is provided in this document. All data collected is from the adopted Capital Improvement Plan.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

There is no direct impact to business or cost for compliance.

b. New Charges/Fees on Businesses Impacted:

There are no new charges or fees proposed with this Ordinance.

c. Estimate of Regulatory Costs:

There are no expected additional costs for regulation of this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted:

It is estimated that no businesses would be affected by the Ordinance.

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2232

Agenda Date: 11/14/2023

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-017: ORDINANCE 2023/ - 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, 2023; APPROVING VARIOUS DEPARTMENTAL BUDGET TRANSFERS WITHIN THE GENERAL FUND, AS SET FORTH IN EXHIBIT "A"; APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE BUILDING SERVICES FUND IN THE AMOUNT OF \$411,384, THE HOME INVESTMENT PARTNERSHIP PROGRAM FUND IN THE AMOUNT OF \$140,540, AND THE STATE HOUSING INITIATIVE PROGRAM FUND IN THE AMOUNT OF \$230,559, AND REDUCING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$116,199, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 166.241(8), Fla. Stat., the governing body of each municipality at any time within a fiscal year or within 60 days thereafter, may amend the budget for a purpose not specifically authorized in paragraph 166.241(8)(a) or paragraph (8), in the same manner as the original budget. 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.

The year-end budget amendment is a best practice to align the budget to actual expenditures at year-end. This maintains accurate historical spending data year over year and auditing compliance.

Current Activity

As outlined in Exhibit A, supplemental departmental budget transfers and budget appropriations are requested as follows:

General Fund - Budget transfers between departments are being proposed to cover expenditure results as follows:

City Commission – Florida Retirement System contributions were understated. No rate adjustments occurred during the fiscal year and no impact on any individual's plans or contributions.

Financial Services – Increases in contractual services to assist with audit and personnel, and bank fees.

Planning and Development Services - Personnel vacancies.

Information Technology Services - Personnel vacancies and reduction in capital outlay costs.

Economic Development - Personnel vacancies and business recruitment and retention savings.

Community Services - Personnel vacancies and receipt of grants for planned expenditure.

Office of Public Safety – Fire Pension Plan's actual required contribution for FY2023 was higher than projected. The City projects the contribution based on the prior fiscal year's Pension Plan Actuarial Valuation Report. However, the City received the actual required contribution in the third quarter of the fiscal year.

Sustainable Management - Personnel vacancies.

Environmental Services – Increased cost of electricity and water & wastewater services.

Parks and Recreation - Predominately personnel vacancies and other operational savings.

Additional Consideration – Allocation of the vacancy credit of \$1.5M to those departments that experienced vacancies throughout the fiscal year.

Building Services Fund – Actual revenues and expenditures exceeded building activity expectations.

For the following grant funds, the budget adjustments relate to matching actual grant amounts received and expenditures made, including carryforwards from the previous fiscal year:

- Community Development Block Grant (CDBG) Fund
- Home Investment Partnership Program (CHDO/Home) Fund
- State Housing Initiative Program (SHIP) Fund

Recommendation

Staff recommends approval of the ordinance and setting the public hearing for November 14, 2023. Should members of the public have any questions related to this item, please contact Stephanie Tinsley, Chief Financial Officer, at 954-480-4227.

ORDINANCE NO. 2023/

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, 2023; APPROVING VARIOUS DEPARTMENTAL BUDGET TRANSFERS WITHIN THE GENERAL FUND, AS SET FORTH IN EXHIBIT "A"; APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE BUILDING SERVICES FUND IN THE AMOUNT OF \$411,384, THE HOME INVESTMENT PARTNERSHIP PROGRAM FUND IN THE AMOUNT OF \$140,540, AND THE STATE HOUSING INITIATIVE PROGRAM FUND IN THE AMOUNT OF \$230,559, AND REDUCING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$116,199, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(8), 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, 2023; 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(2) of the City Charter, the City Commission may, by Ordinance, reduce appropriations to a fund for the fiscal year when it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated to such fund; 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 Fiscal Year 2023 budget transfers and appropriations as follows: (i) budget transfers between various Departments within the General Fund, (ii) a supplemental appropriation to the Building Services Fund in the amount of \$411,384, (iii) reducing appropriations to the Community Development Block Grant Fund by \$116,199, (iv) a supplemental appropriation to the HOME Investment Partnership Program Fund in the amount of \$140,540, and (v) a supplemental appropriation to the State Housing Initiative Program Fund in the amount of \$230,559 (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City’s budget for the fiscal year ending September 30, 2023, 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 _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
FINAL BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2023

GENERAL FUND REVENUES:	AMENDED BUDGET	BUDGET AMENDMENT	FINAL BUDGET
TOTAL SOURCES	122,812,904	-	122,812,904
Transfers In	853,656		853,656
Fund Balances/Reserves	16,250,755	-	16,250,755
TOTAL REVENUES, TRANSFERS & BALANCES	139,917,315	-	139,917,315

EXPENDITURES:			
City Commission	409,082	51,900	460,982
City Manager	782,480	-	782,480
City Clerk	846,286	(20,000)	826,286
City Attorney	575,000	-	575,000
Financial Services	3,518,726	105,000	3,623,726
Human Resources	1,012,209	-	1,012,209
Planning & Development Services	1,615,372	(206,600)	1,408,772
Information Technology Services	3,661,952	(535,400)	3,126,552
Economic Development	736,871	(90,000)	646,871
Community Services	3,173,551	(671,124)	2,502,427
Public Affairs & Marketing	688,395	-	688,395
Office of Public Safety	75,841,516	630,000	76,471,516
Sustainable Management	1,307,204	(98,000)	1,209,204
Environmental Services	5,358,926	366,915	5,725,841
Parks & Recreation	17,860,955	(1,063,796)	16,797,159
Community Contributions	181,021	-	181,021
Additional Considerations	(1,206,105)	1,531,105	325,000
TOTAL EXPENDITURES	116,363,441	-	116,363,441
Transfers Out	22,053,874	-	22,053,874
Fund Balances/Reserves/Net Assets	1,500,000	-	1,500,000
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	139,917,315	-	139,917,315

BUILDING SERVICES FUND REVENUES:	AMENDED BUDGET	BUDGET AMENDMENT	FINAL BUDGET
Building Services Fees	5,070,000	411,384	5,481,384
TOTAL SOURCES	5,070,000	411,384	5,481,384
EXPENDITURES:			
Building Services	5,070,000	411,384	5,481,384
TOTAL EXPENDITURES	5,070,000	411,384	5,481,384
Fund Balances/Reserves/Net Assets	-	-	-
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	5,070,000	411,384	5,481,384

COMMUNITY DEVELOPMENT BLOCK GRANT FUND			
REVENUES:	AMENDED BUDGET	BUDGET AMENDMENT	FINAL BUDGET
Federal Grant	1,931,830	(116,199)	1,815,631
TOTAL SOURCES	1,931,830	(116,199)	1,815,631
EXPENDITURES:			
Federal Grant Expenditures	1,931,830	(116,199)	1,815,631
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	1,931,830	(116,199)	1,815,631

HOME INVESTMENT PARTNERSHIP PROGRAM FUND			
REVENUES:	AMENDED BUDGET	BUDGET AMENDMENT	FINAL BUDGET
Federal Grant	438,362	140,540	578,902
TOTAL SOURCES	438,362	140,540	578,902
EXPENDITURES:			
Federal Grant Expenditures	438,362	140,540	578,902
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	438,362	140,540	578,902

STATE HOUSING INITIATIVE PROGRAM FUND			
REVENUES:	AMENDED BUDGET	BUDGET AMENDMENT	FINAL BUDGET
State Grant	974,310	230,559	1,204,869
TOTAL SOURCES	974,310	230,559	1,204,869
EXPENDITURES:			
State Grant Expenditures	974,310	230,559	1,204,869
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	974,310	230,559	1,204,869



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2220

Agenda Date: 11/14/2023

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Daniel Shanetzky as an alternate member of the Planning and Zoning Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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

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

Current Activity

Daniel Shanetzky has expressed interest in serving on the Planning & Zoning Board and has been nominated by Vice Mayor Parness to serve as an alternate member.

Upon approval, there will be five regular members with no vacancies and four alternates with one vacancy.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING DANIEL
SHANETZKY AS AN ALTERNATE MEMBER OF THE PLANNING
AND ZONING BOARD; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City of Deerfield Beach’s (the “City”) Planning and Zoning Board (the “Board”) was created pursuant to Section 98-115 of the City’s Land Development Code (“Code”) to serve as the local planning agency pursuant to Chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 98-115 of the Code, the Board shall consist of five regular members and five alternate members, and each Commissioner shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on April 30th of the year that the term of the appointing Commissioner’s term expires; and

WHEREAS, Daniel Shanetzky has expressed an interest in serving on the Board as an alternate member.

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

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

Section 2. Daniel Shanetzky is hereby appointed to serve as an alternate member of the Planning and Zoning Board for a term commencing on November 15, 2023 and ending on April 30, 2025.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, 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:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: *Planning and Zoning Committee*

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

Name *Daniel Shanetzky*

Address *34 Keswick B*

City *Deerfield Beach* State *FL* Zip *33442*

I reside in District # (can be found on back of your Voter Registration Card) *District 3*

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone *561-400-7062* Work/Mobile Phone *561-400-7062*

E-mail *dshanetzky@hotmail.com*

Employer *RTR Law Firm*

Address *3000 Commercial Blvd, Ft Lauderdale FL*

Occupation (if retired, please indicate and list former occupation) *Legal Asst/ Para Legal*

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

Vice Chairman Deerfield Beach Cultural Committee

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

1) Bachelor of Science, University of Maryland
for Management Studies
2) (MPA) Master of Science, Troy State University
Professional: Certification(s) Public Administration

Paralegal Certification,
Florida Atlantic University,

Knowledge: Training, interest or experience

City planning experience as liaison
to NYC City Councilman to
NYC City planning Commission

Community Involvement: List organizations/positions

DB Kiwanis Club East Deerfield Beach
Deerfield Beach American Legion Post member.
Ninos Food Pantry, Zion Church, Deerfield Beach volunteer.

Organizations: Memberships

Deerfield Beach Democratic Club.
Century Village COVE Condo Associations Buyers Group
Committee 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:

Daniel Shanetzky

Date:

Oct 17, 2023

Print Name:

Daniel Shanetzky

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



PLANNING AND ZONING

Creating Authority:

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

Method of Appointment:

5 Regular/5 Alternates

Financial Disclosure:

Required

Compensation:

None

Liaison:

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

Meeting Dates:

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

Functions and Responsibilities:

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

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

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

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Thomas Plaut (Mayor)	3920 NW 4 th Court Deerfield Beach, FL 33442	428-9591 934-6991 (c)	SELF	2021/042	04/06/21	04/30/25
Bridgette Beckford (District 1)	309 NE 47 th Place Deerfield Beach, FL 33064	242-1899	SELF	2023/059	04/25/23	04/30/27
Brian Bennett (District 2)	650 SW 14 th Place Deerfield Beach, FL 33441	274-9621	SELF	2023/081	05/16/23	04/30/27
William Lane (District 3)	11 Tilford A Deerfield Beach, FL 33442	754-212-2936 (h) 814-969-4226 (c)	SELF	2021/042	04/06/21	04/30/25
Michelle Balaun (District 4)	2287 Woodlands Way, Deerfield Beach, FL 33442	954-778-1886	SELF	2021/042	04/06/21	04/30/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Kurlander (Mayor)	1103 SE 7 th Street Deerfield Beach, FL 33441	954-650-0725	NEW	2021/029	5/01/21	04/30/25
Joe Chancy (District 1)	4250 NE 4 th Avenue Deerfield Beach, FL 33064	954-732-8215	SELF	2023/059	04/25/23	04/30/27
Kanthiah Easwara Chandran (District 2)	1931 Wildwood Lane N Deerfield Beach, FL 33442	561-247-8596	SELF	2023/059	04/25/23	04/30/27
VACANT (District 3)			NEW			04/30/25
VACANT (District 4)			NEW			04/30/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2147

Agenda Date: 11/14/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - 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, 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

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, 2023 is also included.

Recommendation

Staff recommends accepting the investment and internal controls certification for the fiscal year that ended on September 30, 2023.

RESOLUTION NO. 2023/

**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, 2023; 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, 2023 (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, 2023, 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 _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Exhibit A



TO: Honorable Mayor, Members of the City Commission, and City Manager
FROM: Stephanie Tinsley, Chief Financial Officer
DATE: November 14, 2023
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, 2023, 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.

Thank you.

Stephanie Tinsley



Memorandum

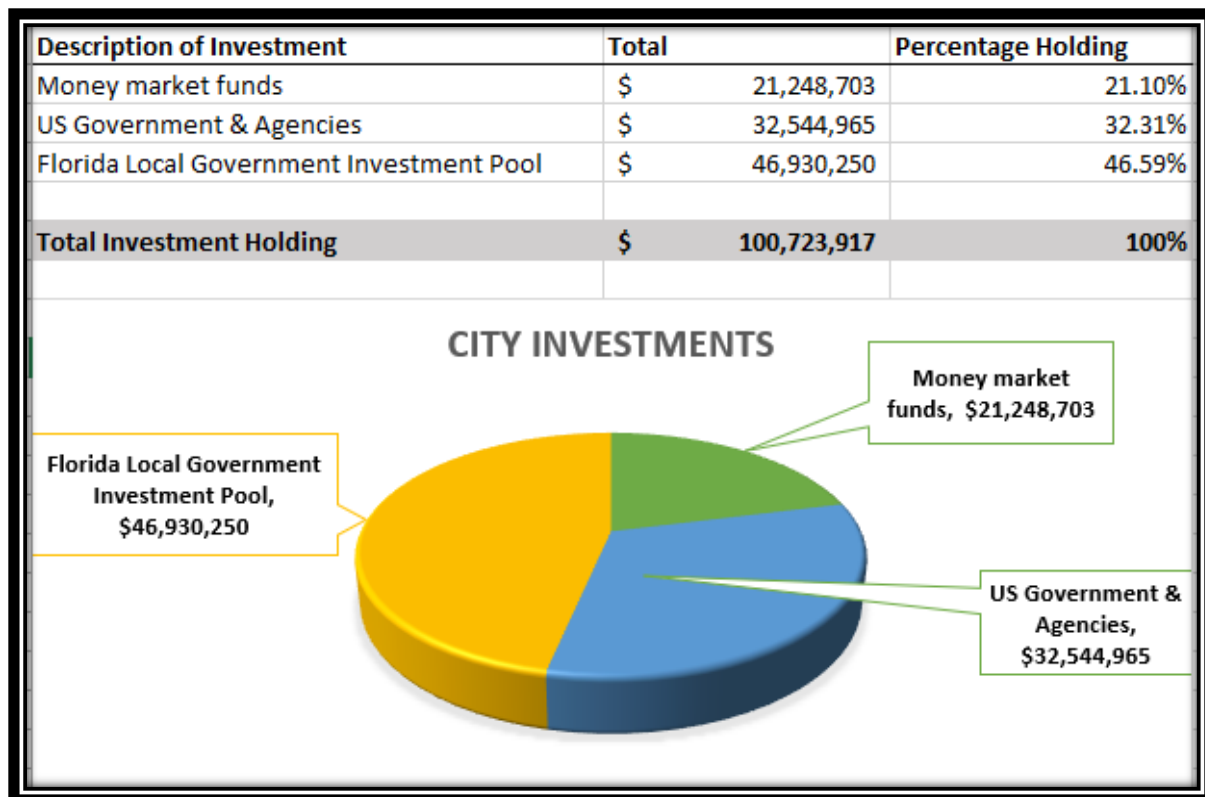
TO: David Santucci, City Manager

FROM: Stephanie Tinsley, Chief Financial Officer

DATE: October 24, 2023

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, 2023. 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
09/01/2023 - 09/30/2023

Page 1 of 1

DEERFIELD BEACH, CITY OF

Participant Return 09/30/2023 : 5.59 %

150 N.E. 2ND AVENUE
DEERFIELD BEACH, FL 33441

Date	Transaction Type	Description	Amount	Balance
09/01/2023	BEGINNING BALANCE			46,715,700.41
09/30/2023	EARNED INCOME	INTEREST	214,549.43	46,930,249.84
	Totals:		214,549.43	46,930,249.84

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



Account Number: 4053402839
CITY OF DEERFIELD BEACH

This statement is for the period from October 1, 2022 to September 30, 2023

Questions?

If you have any questions regarding your account or this statement, please contact your Account Manager.

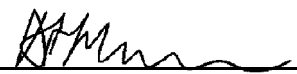
Account Manager:
JUANITA DIXON
1025 CONNECTICUT AVENUE SUITE 510
WASHINGTON DC 20036
Phone: 202-261-0784
E-mail: juanita.dixon@usbank.com



000015607 14 SP 000638569735201 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: 
Authorized Signature

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 2 of 133
Period from October 1, 2022 to September 30, 2023

TABLE OF CONTENTS

Schedule	Page
Market And Cost Reconciliation	3
Cash Reconciliation	4
Asset Summary.....	5
Asset Detail	6
Income Accrual Detail	15
Investment Activity	22
Plan Expenses	38
Other Activity	40
Purchases	41
Sales And Maturities	71
Pending Trades	98
Bond Summary	99
Form 5500 - Assets And Liabilities	101
Form 5500 - Income And Expenses	103
Form 5500 - Assets Acquired And Disposed Of Within Year	106
Form 5500 - Reportable Transaction Schedule	109

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31- -12-B -66 -278-04
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CITY DEERFIELD
ACCOUNT 4053402839

Page 3 of 133
Period from October 1, 2022 to September 30, 2023

MARKET AND COST RECONCILIATION

	09/30/2023 MARKET	09/30/2023 BOOK VALUE
Beginning Market And Cost	54,555,211.13	55,167,129.14
Investment Activity		
Interest	1,210,636.39	1,210,636.39
Realized Gain/Loss	- 31,882.44	- 31,882.44
Change In Unrealized Gain/Loss	1,168,368.25	.00
Net Accrued Income (Current-Prior)	68,643.91	68,643.91
Total Investment Activity	2,415,766.11	1,247,397.86
Plan Expenses		
Trust Fees	- 8,313.02	- 8,313.02
Total Plan Expenses	- 8,313.02	- 8,313.02
Other Activity		
Transfers Out	- 2,993,766.00	- 2,993,766.00
Total Other Activity	- 2,993,766.00	- 2,993,766.00
Net Change In Market And Cost	- 586,312.91	- 1,754,681.16
Ending Market And Cost	53,968,898.22	53,412,447.98

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 4 of 133
Period from October 1, 2022 to September 30, 2023

CASH RECONCILIATION

Beginning Cash		.00
Investment Activity		
Interest		1,210,636.39
Cash Equivalent Purchases		- 156,873,484.15
Purchases		- 42,353,267.59
Cash Equivalent Sales		159,617,342.43
Sales/Maturities		44,100,851.94
Total Investment Activity		5,702,079.02
Plan Expenses		
Trust Fees		- 8,313.02
Total Plan Expenses		- 8,313.02
Other Activity		
Transfers Out		- 2,993,766.00
Total Other Activity		- 2,993,766.00
Net Change In Cash		2,700,000.00
Ending Cash		2,700,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



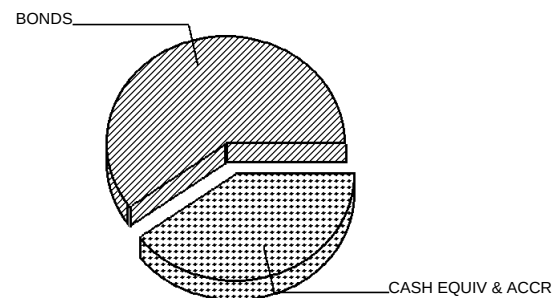
CITY DEERFIELD
ACCOUNT 4053402839

Page 5 of 133
Period from October 1, 2022 to September 30, 2023

ASSET SUMMARY

ASSETS	09/30/2023 MARKET	09/30/2023 BOOK VALUE	% OF MARKET
Cash And Equivalents	21,248,702.55	21,057,699.22	39.38
U.S. Government Issues	32,544,964.50	32,179,517.59	60.30
Total Assets	53,793,667.05	53,237,216.81	99.68
Accrued Income	175,231.17	175,231.17	0.32
Grand Total	53,968,898.22	53,412,447.98	100.00

Estimated Annual Income 551,173.25



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.

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 6 of 133
Period from October 1, 2022 to September 30, 2023

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	143,716.450	143,716.45 1.0000	143,716.45	.00 .00	11,794.47	5.20
Total Money Markets	143,716.450	143,716.45	143,716.45	.00 .00	11,794.47	5.20
Corporate Short Term Obligations						
Anglesea Fdg Plc C P 10/03/22 0347M3K37 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 3,155.62	.00	0.00
Anglesea Fdg Plc Ang C P 10/16/23 0347M3XG4 Asset Minor Code 8	1,400,000.000	1,397,074.00 .9979	1,384,584.83	12,489.17 12,489.17	.00	0.00
Arkansas Elec Coop Corp C P 10/03/23 04085NX38 Asset Minor Code 8	1,400,000.000	1,399,790.00 .9999	1,381,310.00	18,480.00 18,480.00	.00	0.00
Atlantic Asset C P 12/06/22 04821UM66 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 1,444.50	.00	0.00
Atlantic Asset C P 10/02/23 04821UX23 Asset Minor Code 8	1,400,000.000	1,400,000.00 1.0000	1,367,741.67	32,258.33 32,258.33	.00	0.00
Banco De Chile Disc C P 2/01/24 05952SB12 Asset Minor Code 8	1,000,000.000	980,650.00 .9807	973,633.33	7,016.67 7,016.67	.00	0.00
Cafco LLC Disc Coml C P 12/08/22 1247P3M82 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 413.42	.00	0.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 7 of 133
Period from October 1, 2022 to September 30, 2023

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cafco LLC Disc Coml C P 1/09/23 1247P3N99 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 321.44	.00	0.00
Crown Pt Cap Co LLC C P 11/17/22 2284K1LH4 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 8,478.00	.00	0.00
Dbs Bk Ltd Singapore C P 3/01/23 23305EQ14 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 584.44	.00	0.00
Lexington Parker Cap Co C P 11/02/22 52953BL27 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 6,135.75	.00	0.00
Lloyds Bk Plc Disc Coml C P 4/03/24 53943RD30 Asset Minor Code 8	1,450,000.000	1,406,790.00 .9702	1,395,899.69	10,890.31 10,890.31	.00	0.00
Lma S A Lma Amers LLC C P 10/18/22 53944RKJ6 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 2,430.00	.00	0.00
Lma S A Lma Amers LLC C P 10/05/23 53944RX52 Asset Minor Code 8	1,000,000.000	999,560.00 .9996	987,888.89	11,671.11 11,671.11	.00	0.00
MacQuarie Bk Ltd Disc C P 3/01/24 55607KC12 Asset Minor Code 8	1,450,000.000	1,414,852.00 .9758	1,409,779.42	5,072.58 5,072.58	.00	0.00
MacQuarie Bk Ltd Disc C P 10/24/22 55607LKQ6 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 7,006.50	.00	0.00
Manhattan Asset Fdg Co C P 1/09/24 56274LA95 Asset Minor Code 8	1,400,000.000	1,378,328.00 .9845	1,359,930.05	18,397.95 18,397.95	.00	0.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 8 of 133
Period from October 1, 2022 to September 30, 2023

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Mont Blanc Cap Corp C P 1/17/23 6117P5NH6 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 880.00	.00	0.00
Mountcliff Fdg LLC Disc C P 10/17/22 62455BKH7 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 560.25	.00	0.00
National Bk Cda Disc C P 4/01/24 63307LD16 Asset Minor Code 8	1,450,000.000	1,407,268.50 .9705	1,402,858.89	4,409.61 4,409.61	.00	0.00
Cpnational Secs Clea C P 10/05/23 63763QX51 Asset Minor Code 8	1,400,000.000	1,399,384.00 .9996	1,381,350.06	18,033.94 18,033.94	.00	0.00
Natixis N Y Brh Disc C P 2/15/24 63873JBF6 Asset Minor Code 8	1,000,000.000	978,430.00 .9784	973,272.22	5,157.78 5,157.78	.00	0.00
Old Line Fdg LLC Disc C P 1/24/23 67983UNQ2 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 1,354.12	.00	0.00
Salisbury Receivables C P 11/28/22 79490BLU8 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 3,231.00	.00	0.00
Salisbury Rec Co LLC C P 10/16/23 79490BXG6 Asset Minor Code 8	1,400,000.000	1,397,074.00 .9979	1,380,750.00	16,324.00 16,324.00	.00	0.00
Sheffield Receivables C P 11/01/23 82124MY12 Asset Minor Code 8	1,400,000.000	1,393,728.00 .9955	1,387,963.50	5,764.50 5,764.50	.00	0.00
Versailles Coml Paper C P 11/02/22 92512ML23 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 4,228.33	.00	0.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 9 of 133
Period from October 1, 2022 to September 30, 2023

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Victory Receivables C P 11/07/23 92646LY79 Asset Minor Code 8	1,460,000.000	1,452,057.60 .9946	1,427,020.22	25,037.38 25,037.38	.00	0.00
Total Corporate Short Term Obligatio	18,610,000.000	18,404,986.10	18,213,982.77	191,003.33 150,779.96	.00	0.00
Cash						
Pending Cash		2,700,000.00	2,700,000.00			
Total Cash	.000	2,700,000.00	2,700,000.00	.00 .00	.00	0.00
Total Cash And Equivalents	18,753,716.450	21,248,702.55	21,057,699.22	191,003.33 150,779.96	11,794.47	0.03
US Government Issues						
U S Treasury Nt 0.125% 10/31/22 Standard & Poors Rating: N/A Moody's Rating: WR 91282CAR2 Asset Minor Code 21	.000	.00 100.0000	.00	.00 6,498.75	.00	0.00
U S Treasury Nt 0.125% 11/30/22 Standard & Poors Rating: N/A Moody's Rating: WR 91282CAX9 Asset Minor Code 21	.000	.00 100.0000	.00	.00 12,295.31	.00	0.00
U S Treasury Nt 0.125% 1/15/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CBE0 Asset Minor Code 21	2,850,000.000	2,807,364.00 98.5040	2,758,042.97	49,321.03 49,321.03	755.10	0.13

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 10 of 133
Period from October 1, 2022 to September 30, 2023

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 0.125% 2/28/23 Standard & Poors Rating: N/A Moody's Rating: N/A 91282CBN0 Asset Minor Code 21	.000	.00 100.0000	.00	.00 40,602.94	.00	0.00
U S Treasury Nt 0.375% 7/15/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CCL3 Asset Minor Code 21	3,000,000.000	2,883,060.00 96.1020	2,874,609.38	8,450.62 8,450.62	2,384.51	0.39
U S Treasury Nt 0.125% 8/31/23 Standard & Poors Rating: N/A Moody's Rating: WR 91282CCU3 Asset Minor Code 21	.000	.00 100.0000	.00	.00 12,772.50	.00	0.00
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	985,120.00 98.5120	963,984.38	21,135.62 29,770.00	1,474.18	0.89
U S Treasury Nt 1.500% 2/29/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CEA5 Asset Minor Code 21	3,000,000.000	2,951,730.00 98.3910	2,894,296.88	57,433.12 57,433.12	3,832.42	1.52
U S Treasury Nt 2.500% 4/30/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282CEK3 Asset Minor Code 21	2,250,000.000	2,211,772.50 98.3010	2,194,628.91	17,143.59 17,143.59	23,539.40	2.54
U S Treasury Nt 2.250% 11/15/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 91282G38 Asset Minor Code 21	3,150,000.000	3,042,963.00 96.6020	3,036,181.64	6,781.36 6,781.36	26,770.72	2.33

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 11 of 133
Period from October 1, 2022 to September 30, 2023

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 2.000% 11/30/22 Standard & Poors Rating: N/A Moody's Rating: WR 912828M80 Asset Minor Code 21	.000	.00 100.0000	.00	.00 19,156.50	.00	0.00
U S Treasury Nt 1.750% 1/31/23 Standard & Poors Rating: N/A Moody's Rating: WR 912828P38 Asset Minor Code 21	.000	.00 100.0000	.00	.00 75,189.56	.00	0.00
U S Treasury Nt 1.625% 4/30/23 Standard & Poors Rating: N/A Moody's Rating: WR 912828R28 Asset Minor Code 21	.000	.00 100.0000	.00	.00 100,006.03	.00	0.00
U S Treasury Nt 1.625% 5/31/23 Standard & Poors Rating: N/A Moody's Rating: WR 912828R69 Asset Minor Code 21	.000	.00 100.0000	.00	.00 29,226.66	.00	0.00
U S Treasury Nt 1.625% 10/31/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828T91 Asset Minor Code 21	2,700,000.000	2,691,981.00 99.7030	2,618,050.78	73,930.22 73,930.22	18,360.73	1.63
U S Treasury Nt 2.250% 1/31/24 912828V80 Asset Minor Code 21	3,000,000.000	2,968,710.00 98.9570	2,914,570.31	54,139.69 54,139.69	11,372.28	2.27
U S Treasury Nt 2.125% 2/29/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828W48 Asset Minor Code 21	3,000,000.000	2,959,800.00 98.6600	2,912,343.75	47,456.25 47,456.25	5,429.26	2.15

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 12 of 133
Period from October 1, 2022 to September 30, 2023

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 1.250% 8/31/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828YE4 Asset Minor Code 21	1,600,000.000	1,539,872.00 96.2420	1,532,687.50	7,184.50 7,184.50	1,703.30	1.30
U S Treasury Nt 1.375% 10/15/22 Standard & Poors Rating: N/A Moody's Rating: WR 912828YK0 Asset Minor Code 21	.000	.00 100.0000	.00	.00 30,968.44	.00	0.00
U S Treasury Nt 2.125% 9/30/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828Y5 Asset Minor Code 21	3,000,000.000	2,903,910.00 96.7970	2,895,000.00	8,910.00 8,910.00	32,049.18	2.20
U S Treasury Nt 2.625% 2/28/23 Standard & Poors Rating: N/A Moody's Rating: WR 9128284A5 Asset Minor Code 21	.000	.00 100.0000	.00	.00 110,730.00	.00	0.00
U S Treasury Nt 2.500% 3/31/23 Standard & Poors Rating: N/A Moody's Rating: WR 9128284D9 Asset Minor Code 21	.000	.00 100.0000	.00	.00 69,777.19	.00	0.00
U S Treasury Nt 2.750% 5/31/23 Standard & Poors Rating: N/A Moody's Rating: WR 9128284S6 Asset Minor Code 21	.000	.00 100.0000	.00	.00 117,616.84	.00	0.00
U S Treasury Nt 2.875% 9/30/23 Standard & Poors Rating: N/A Moody's Rating: WR 9128285D8 Asset Minor Code 21	.000	.00 100.0000	.00	.00 18,666.28	.00	0.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 13 of 133
Period from October 1, 2022 to September 30, 2023

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 2.250% 4/30/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128286R6 Asset Minor Code 21	3,000,000.000	2,945,160.00 98.1720	2,934,726.56	10,433.44 10,433.44	28,247.28	2.29
U S Treasury Nt 1.750% 6/30/24 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128286Z8 Asset Minor Code 21	1,700,000.000	1,653,522.00 97.2660	1,650,394.53	3,127.47 3,127.47	7,518.34	1.80
Total US Government Issues	33,250,000.000	32,544,964.50	32,179,517.59	365,446.91 1,017,588.29	163,436.70	1.69
Total Assets	52,003,716.450	53,793,667.05	53,237,216.81	556,450.24 1,168,368.25	175,231.17	1.03
Accrued Income	.000	175,231.17	175,231.17			
Grand Total	52,003,716.450	53,968,898.22	53,412,447.98			

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.

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 14 of 133
Period from October 1, 2022 to September 30, 2023

ASSET DETAIL MESSAGES (continued)

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.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 15 of 133
Period from October 1, 2022 to September 30, 2023

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	Anglesea Fdg Plc C P 0347M3K37	10/03/22			.00	3,155.62	3,155.62	.00
.000	Anglesea Fdg Plc C P 0347M3M19	12/01/22			.00	8,031.37	8,031.37	.00
.000	Anglesea Fdg Plc C P 0347M3N42	1/04/23			.00	3,569.42	3,569.42	.00
.000	Anglesea Fdg Plc C P 0347M3Q80	3/08/23			.00	8,191.75	8,191.75	.00
.000	Anglesea Fdg Plc C P 0347M3V35	8/03/23			.00	29,269.33	29,269.33	.00
.000	Arkansas Elec Coop Corp C P 04085NU64	7/06/23			.00	16,882.83	16,882.83	.00
.000	Atlantic Asset C P 04821UM66	12/06/22			.00	10,395.00	10,395.00	.00
.000	Atlantic Asset C P 04821UQ88	3/08/23			.00	15,697.50	15,697.50	.00
.000	Atlantic Asset C P 04821URS3	4/26/23			.00	8,866.67	8,866.67	.00
.000	Cafco LLC Disc Coml C P 1247P3M82	12/08/22			.00	2,465.42	2,465.42	.00
.000	Cafco LLC Disc Coml C P 1247P3N99	1/09/23			.00	12,234.44	12,234.44	.00
.000	Crown Pt Cap Co LLC C P 2284K1LH4	11/17/22			.00	14,242.50	14,242.50	.00
.000	Dbs Bk Ltd Singapore C P 23305EQ14	3/01/23			.00	17,844.44	17,844.44	.00
.000	Dbs Bank Ltd C P 23305EUT8	7/27/23			.00	5,747.50	5,747.50	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 16 of 133
Period from October 1, 2022 to September 30, 2023

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Dbs Bk Ltd Singapore C P 23305EVM2	8/21/23			.00	24,171.94	24,171.94	.00
.000	Dz Bank Ag Deutsche Z C P 23343WQL4	3/20/23			.00	20,706.11	20,706.11	.00
.000	Gotham Fdg Corp Disc C P 38346MNJ9	1/18/23			.00	14,973.00	14,973.00	.00
.000	Gotham Fdg Corp Disc C P 38346MRH9	4/17/23			.00	15,686.25	15,686.25	.00
.000	Gotham Fdg Corp Disc C P 38346MUR3	7/25/23			.00	19,817.78	19,817.78	.00
.000	Jupiter Securitization C P 4820P3P31	2/03/23			.00	3,282.29	3,282.29	.00
.000	Lexington Parker Cap Co C P 52953BL27	11/02/22			.00	9,618.75	9,618.75	.00
.000	Lma S A Lma Amers LLC C P 53944RKJ6	10/18/22			.00	3,720.00	3,720.00	.00
.000	Lma S A C P 53944RPT9	2/27/23		0.05	.00	4,068.75	4,068.75	.00
.000	Lma S A Lma Amers LLC C P 53944RP10	2/01/23			.00	13,300.00	13,300.00	.00
.000	Lma S A Lma Amers LLC C P 53944RQ84	3/08/23			.00	4,297.22	4,297.22	.00
.000	Lma S A Lma Amers LLC C P 53944RV70	8/07/23			.00	9,033.89	9,033.89	.00
.000	MacQuarie Bk Ltd Disc C P 55607LKQ6	10/24/22			.00	9,450.00	9,450.00	.00
.000	MacQuarie Bk Ltd Disc C P 55607LR30	4/03/23			.00	21,018.75	21,018.75	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 17 of 133
Period from October 1, 2022 to September 30, 2023

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Manhattan Asset Fdg Co C P 7/06/23 56274MU67				.00	18,225.28	18,225.28	.00
.000	Mont Blanc Cap Corp C P 1/17/23 6117P5NH6				.00	12,600.00	12,600.00	.00
.000	Mont Blanc Cap Corp C P 2/15/23 6117P5PF8				.00	4,725.00	4,725.00	.00
.000	Mont Blanc Cap Corp C P 5/11/23 6117P5SB4				.00	15,025.50	15,025.50	.00
.000	Mont Blanc Cap Corp C P 9/05/23 6117P5W52				.00	23,887.50	23,887.50	.00
.000	Mountcliff Fdg LLC Disc C P 10/17/22 62455BKH7				.00	2,193.75	2,193.75	.00
.000	National Secs Clearing C P 7/6/2023 63763QU62				.00	16,916.67	16,916.67	.00
.000	Old Line Fdg LLC Disc C P 1/24/23 67983UNQ2				.00	18,215.62	18,215.62	.00
.000	Old Line Funding LLC C P 6/22/23 67983UTN3				.00	26,931.75	26,931.75	.00
.000	Salisbury Receivables C P 11/28/22 79490BLU8				.00	10,413.00	10,413.00	.00
.000	Salisbury Receivables C P 2/02/23 79490BP26				.00	8,937.50	8,937.50	.00
.000	Salisbury Receivables C P 5/03/23 79490BS31				.00	12,917.36	12,917.36	.00
.000	Salisbury Receivables C P 7/17/23 79490BUH7				.00	12,599.53	12,599.53	.00
.000	Sheffield Receivables C P 11/16/22 82124MLG3				.00	2,821.50	2,821.50	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 18 of 133
Period from October 1, 2022 to September 30, 2023

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
.000	Sheffield Receivables C P 82124MRA0	4/10/23			.00	8,544.86	8,544.86	.00
.000	Sheffield Receivables C P 82124MT75	6/07/23			.00	10,394.58	10,394.58	.00
.000	Sheffield Receivables C P 82124MU65	7/06/23			.00	5,684.00	5,684.00	.00
.000	Sheffield Receivables C P 82124MW14	9/01/23			.00	11,859.17	11,859.17	.00
.000	Sumitomo Mitsui Tr Bk C P 86563HMC1	12/12/22			.00	3,465.00	3,465.00	.00
.000	Sumitomo Mitsui Tr Bk C P 86563HR69	4/06/23			.00	20,092.50	20,092.50	.00
.000	Versailles Coml Paper C P 92512ML23	11/02/22			.00	6,808.33	6,808.33	.00
.000	Versailles Coml Paper C P 92512MRH4	4/17/23			.00	6,129.86	6,129.86	.00
.000	Versailles Coml Paper C P 92512MT74	6/07/23			.00	2,083.33	2,083.33	.00
.000	Victory Receivables C P 92646LN63	1/06/23			.00	10,317.51	10,317.51	.00
.000	Victory Receivables C P 92646LQL7	3/20/23			.00	12,126.11	12,126.11	.00
.000	Victory Receivables C P 92646LT83	6/08/23			.00	15,821.94	15,821.94	.00
143,716.450	Allspring Treas Plus Mm Inst 94975H296		10/02/23	0.05	6,662.46	78,518.53	73,386.52	11,794.47
Total Cash And Equivalents					6,662.46	707,994.20	702,862.19	11,794.47

US Government Issues

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 19 of 133
Period from October 1, 2022 to September 30, 2023

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 91282CAK7	0.125%	9/15/23		.00	2,146.41	2,146.41	.00
.000	U S Treasury Nt 91282CAR2	0.125%	10/31/22		1,569.29	305.71	1,875.00	.00
.000	U S Treasury Nt 91282CAX9	0.125%	11/30/22		1,050.20	512.30	1,562.50	.00
2,850,000.000	U S Treasury Nt 91282CBE0	0.125%	1/15/24		.00	1,463.66	708.56	755.10
.000	U S Treasury Nt 91282CBN0	0.125%	2/28/23		279.85	1,407.65	1,687.50	.00
3,000,000.000	U S Treasury Nt 91282CCL3	0.375%	7/15/24		.00	764.27	- 1,620.24	2,384.51
.000	U S Treasury Nt 91282CCN9	0.125%	7/31/23		.00	1,809.78	1,809.78	.00
.000	U S Treasury Nt 91282CCU3	0.125%	8/31/23		321.13	3,428.87	3,750.00	.00
1,000,000.000	U S Treasury Nt 91282CDV0	0.875%	1/31/24		1,474.18	8,750.00	8,750.00	1,474.18
3,000,000.000	U S Treasury Nt 91282CEA5	1.500%	2/29/24		.00	26,210.14	22,377.72	3,832.42
2,250,000.000	U S Treasury Nt 91282CEK3	2.500%	4/30/24		.00	18,648.10	- 4,891.30	23,539.40
3,150,000.000	U S Treasury Nt 912828G38	2.250%	11/15/24		.00	7,896.40	- 18,874.32	26,770.72
.000	U S Treasury Nt 912828M80	2.000%	11/30/22		6,049.18	2,950.82	9,000.00	.00
.000	U S Treasury Nt 912828P38	1.750%	1/31/23		7,665.76	15,084.24	22,750.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 20 of 133
Period from October 1, 2022 to September 30, 2023

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 912828R28	1.625%	4/30/23		18,020.72	25,041.78	43,062.50	.00
.000	U S Treasury Nt 912828R69	1.625%	5/31/23		14,744.88	29,130.12	43,875.00	.00
2,700,000.000	U S Treasury Nt 912828T91	1.625%	10/31/23		.00	39,449.82	21,089.09	18,360.73
.000	U S Treasury Nt 912828VS6	2.500%	8/15/23		.00	30,869.57	30,869.57	.00
3,000,000.000	U S Treasury Nt 912828V80	2.250%	1/31/24		.00	64,381.79	53,009.51	11,372.28
3,000,000.000	U S Treasury Nt 912828W48	2.125%	2/29/24		.00	37,131.03	31,701.77	5,429.26
1,600,000.000	U S Treasury Nt 912828YE4	1.250%	8/31/24		.00	9,366.34	7,663.04	1,703.30
.000	U S Treasury Nt 912828YK0	1.375%	10/15/22		19,047.13	1,577.87	20,625.00	.00
.000	U S Treasury Nt 912828Y61	2.750%	7/31/23		.00	42,684.78	42,684.78	.00
.000	U S Treasury Nt 9128282D1	1.375%	8/31/23		.00	34,139.50	34,139.50	.00
3,000,000.000	U S Treasury Nt 9128282Y5	2.125%	9/30/24		.00	21,250.00	- 10,799.18	32,049.18
.000	U S Treasury Nt 9128284A5	2.625%	2/28/23		6,743.78	32,631.22	39,375.00	.00
.000	U S Treasury Nt 9128284D9	2.500%	3/31/23		103.02	18,646.98	18,750.00	.00
.000	U S Treasury Nt 9128284S6	2.750%	5/31/23		22,642.42	44,732.58	67,375.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 21 of 133
Period from October 1, 2022 to September 30, 2023

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 9128285D8	2.875%	9/30/23		213.26	38,599.24	38,812.50	.00
3,000,000.000	U S Treasury Nt 9128286R6	2.250%	4/30/24		.00	8,254.07	- 19,993.21	28,247.28
1,700,000.000	U S Treasury Nt 9128286Z8	1.750%	6/30/24		.00	2,021.06	- 5,497.28	7,518.34
Total US Government Issues					99,924.80	571,286.10	507,774.20	163,436.70
Grand Total					106,587.26	1,279,280.30	1,210,636.39	175,231.17

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 22 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
Allspring Treas Plus Mm Inst 94975H296		
10/03/2022	Interest From 9/1/22 To 9/30/22	6,662.46
11/01/2022	Interest From 10/1/22 To 10/31/22	5,163.67
12/01/2022	Interest From 11/1/22 To 11/30/22	4,212.95
01/03/2023	Interest From 12/1/22 To 12/31/22	4,269.98
02/01/2023	Interest From 1/1/23 To 1/31/23	3,392.04
03/01/2023	Interest From 2/1/23 To 2/28/23	2,683.33
04/03/2023	Interest From 3/1/23 To 3/31/23	5,597.63
05/01/2023	Interest From 4/1/23 To 4/30/23	7,261.89
06/01/2023	Interest From 5/1/23 To 5/31/23	2,980.38
07/03/2023	Interest From 6/1/23 To 6/30/23	3,854.26
08/01/2023	Interest From 7/1/23 To 7/31/23	8,155.63
09/01/2023	Interest From 8/1/23 To 8/31/23	19,152.30
Total Allspring Treas Plus Mm Inst		73,386.52
Anglesea Fdg Plc C P 1/04/23 0347M3N42		
01/04/2023	Anglesea Fdg Plc C P 1/04/23 1,050,000 Par Value At 100 %	3,569.42
Anglesea Fdg Plc C P 3/08/23 0347M3Q80		
03/08/2023	Anglesea Fdg Plc C P 3/08/23 1,050,000 Par Value At 100 %	8,191.75

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 23 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Anglesea Fdg Plc C P 8/03/23 0347M3V35		
08/03/2023	Anglesea Fdg Plc C P 8/03/23 1,400,000 Par Value At 100 %	29,269.33
Anglesea Fdg Plc C P 10/03/22 0347M3K37		
10/03/2022	Anglesea Fdg Plc C P 10/03/22 1,350,000 Par Value At 100 %	3,155.62
Anglesea Fdg Plc C P 12/01/22 0347M3M19		
12/01/2022	Anglesea Fdg Plc C P 12/01/22 1,350,000 Par Value At 100 %	8,031.37
Arkansas Elec Coop Corp C P 7/06/23 04085Nu64		
07/06/2023	Arkansas Elec Coop Corp C P 7/06/23 1,400,000 Par Value At 100 %	16,882.83
Atlantic Asset C P 3/08/23 04821Uq88		
03/08/2023	Atlantic Asset C P 3/08/23 1,350,000 Par Value At 100 %	15,697.50
Atlantic Asset C P 4/26/23 04821Urs3		
04/26/2023	Atlantic Asset C P 4/26/23 1,400,000 Par Value At 100 %	8,866.67
Atlantic Asset C P 12/06/22 04821Um66		
12/06/2022	Atlantic Asset C P 12/06/22 1,350,000 Par Value At 100 %	10,395.00
Cafco LLC Disc Coml C P 1/09/23 1247P3N99		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 24 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
01/09/2023	Cafco LLC Disc Coml C P 1/09/23 1,100,000 Par Value At 100 %	12,234.44
Cafco LLC Disc Coml C P 12/08/22 1247P3M82		
12/08/2022	Cafco LLC Disc Coml C P 12/08/22 300,000 Par Value At 100 %	2,465.42
Crown Pt Cap Co LLC C P 11/17/22 2284K1Lh4		
11/17/2022	Crown Pt Cap Co LLC C P 11/17/22 1,350,000 Par Value At 100 %	14,242.50
Dbc Bank Ltd C P 7/27/23 23305Eut8		
07/27/2023	Dbc Bank Ltd C P 7/27/23 250,000 Par Value At 100 %	5,747.50
Dbc Bk Ltd Singapore C P 3/01/23 23305Eq14		
03/01/2023	Dbc Bk Ltd Singapore C P 3/01/23 1,000,000 Par Value At 100 %	17,844.44
Dbc Bk Ltd Singapore C P 8/21/23 23305Evm2		
08/21/2023	Dbc Bk Ltd Singapore C P 8/21/23 1,000,000 Par Value At 100 %	24,171.94
Dz Bank Ag Deutsche Z C P 3/20/23 23343Wql4		
03/20/2023	Dz Bank Ag Deutsche Z C P 3/20/23 1,300,000 Par Value At 100 %	20,706.11
Gotham Fdg Corp Disc C P 1/18/23 38346Mnj9		
01/18/2023	Gotham Fdg Corp Disc C P 1/18/23 1,350,000 Par Value At 100 %	14,973.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 25 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Gotham Fdg Corp Disc C P 4/17/23 38346Mrh9		
04/17/2023	Gotham Fdg Corp Disc C P 4/17/23 1,350,000 Par Value At 100 %	15,686.25
Gotham Fdg Corp Disc C P 7/25/23 38346Mur3		
07/25/2023	Gotham Fdg Corp Disc C P 7/25/23 1,400,000 Par Value At 100 %	19,817.78
Jupiter Securitization C P 2/03/23 4820P3P31		
02/03/2023	Jupiter Securitization C P 2/03/23 250,000 Par Value At 100 %	3,282.29
Lexington Parker Cap Co C P 11/02/22 52953BI27		
11/02/2022	1,350,000 Par Value At 100 %	9,618.75
Lma S A Lma Amers LLC C P 2/01/23 53944Rp10		
02/01/2023	Lma S A Lma Amers LLC C P 2/01/23 1,000,000 Par Value At 100 %	13,300.00
Lma S A Lma Amers LLC C P 8/07/23 53944Rv70		
08/07/2023	Lma S A Lma Amers LLC C P 8/07/23 400,000 Par Value At 100 %	9,033.89
Lma S A Lma Amers LLC C P 10/18/22 53944Rkj6		
10/18/2022	Lma S A Lma Amers LLC C P 10/18/22 1,000,000 Par Value At 100 %	3,720.00
Lma S A C P 2/27/23 53944Rpt9		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 26 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
02/27/2023	Lma S A C P 2/27/23 350,000 Par Value At 100 %	4,068.75
Lma S A Lma Amers LLC C P 3/08/23 53944Rq84		
03/08/2023	Lma S A Lma Amers LLC C P 3/08/23 1,000,000 Par Value At 100 %	4,297.22
MacQuarie Bk Ltd Disc C P 4/03/23 55607Lr30		
04/03/2023	MacQuarie Bk Ltd Disc C P 4/03/23 1,350,000 Par Value At 100 %	21,018.75
MacQuarie Bk Ltd Disc C P 10/24/22 55607Lkq6		
10/24/2022	MacQuarie Bk Ltd Disc C P 10/24/22 1,350,000 Par Value At 100 %	9,450.00
Manhattan Asset Fdg Co C P 7/06/23 56274Mu67		
07/06/2023	Manhattan Asset Fdg Co C P 7/06/23 1,400,000 Par Value At 100 %	18,225.28
Mont Blanc Cap Corp C P 1/17/23 6117P5Nh6		
01/17/2023	Mont Blanc Cap Corp C P 1/17/23 1,000,000 Par Value At 100 %	12,600.00
Mont Blanc Cap Corp C P 2/15/23 6117P5Pf8		
02/15/2023	Mont Blanc Cap Corp C P 2/15/23 1,350,000 Par Value At 100 %	4,725.00
Mont Blanc Cap Corp C P 5/11/23 6117P5Sb4		
05/11/2023	Mont Blanc Cap Corp C P 5/11/23 1,350,000 Par Value At 100 %	15,025.50

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 27 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Mont Blanc Cap Corp C P 9/05/23 6117P5W52		
09/05/2023	Mont Blanc Cap Corp C P 9/05/23 1,400,000 Par Value At 100 %	23,887.50
Mountcliff Fdg LLC Disc C P 10/17/22 62455Bkh7		
10/17/2022	1,350,000 Par Value At 100 %	2,193.75
National Secs Clearing C P 7/6/2023 63763Qu62		
07/06/2023	National Secs Clearing C P 7/6/2023 1,400,000 Par Value At 100 %	16,916.67
Old Line Fdg LLC Disc C P 1/24/23 67983Unq2		
01/24/2023	Old Line Fdg LLC Disc C P 1/24/23 1,350,000 Par Value At 100 %	18,215.62
Old Line Funding LLC C P 6/22/23 67983Utn3		
06/22/2023	Old Line Funding LLC C P 6/22/23 1,350,000 Par Value At 100 %	26,931.75
Salisbury Receivables C P 2/02/23 79490Bp26		
02/02/2023	Salisbury Receivables C P 2/02/23 1,100,000 Par Value At 100 %	8,937.50
Salisbury Receivables C P 5/03/23 79490Bs31		
05/03/2023	Salisbury Receivables C P 5/03/23 1,100,000 Par Value At 100 %	12,917.36
Salisbury Receivables C P 7/17/23 79490Buh7		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 28 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
07/17/2023	Salisbury Receivables C P 7/17/23 1,150,000 Par Value At 100 %	12,599.53
Salisbury Receivables C P 11/28/22 79490Blu8		
11/28/2022	Salisbury Receivables C P 11/28/22 1,350,000 Par Value At 100 %	10,413.00
Sheffield Receivables C P 4/10/23 82124Mra0		
04/10/2023	Sheffield Receivables C P 4/10/23 850,000 Par Value At 100 %	8,544.86
Sheffield Receivables C P 6/07/23 82124Mt75		
06/07/2023	Sheffield Receivables C P 6/07/23 1,300,000 Par Value At 100 %	10,394.58
Sheffield Receivables C P 7/06/23 82124Mu65		
07/06/2023	Sheffield Receivables C P 7/06/23 1,400,000 Par Value At 100 %	5,684.00
Sheffield Receivables C P 9/01/23 82124Mw14		
09/01/2023	Sheffield Receivables C P 9/01/23 1,400,000 Par Value At 100 %	11,859.17
Sheffield Receivables C P 11/16/22 82124Mlg3		
11/16/2022	Sheffield Receivables C P 11/16/22 1,350,000 Par Value At 100 %	2,821.50
Sumitomo Mitsui Tr Bk C P 4/06/23 86563Hr69		
04/06/2023	Sumitomo Mitsui Tr Bk C P 4/06/23 1,350,000 Par Value At 100 %	20,092.50

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 29 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Sumitomo Mitsui Tr Bk C P 12/12/22		
86563Hmc1		
12/12/2022	Sumitomo Mitsui Tr Bk C P 12/12/22 1,350,000 Par Value At 100 %	3,465.00
U S Treasury Nt 0.125% 1/15/24		
91282Cbe0		
05/04/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.125% 1/15/24 Income Debit 1,072.69- USD	- 1,072.69
07/17/2023	U S Treasury Nt 0.125% 1/15/24 0.000625 USD/\$1 Pv On 2,850,000 Par Value Due 7/15/23	1,781.25
Total U S Treasury Nt 0.125% 1/15/24		708.56
U S Treasury Nt 0.125% 2/28/23		
91282Cbn0		
02/28/2023	U S Treasury Nt 0.125% 2/28/23 0.000625 USD/\$1 Pv On 2,700,000 Par Value Due 2/28/23	1,687.50
U S Treasury Nt 0.125% 7/31/23		
91282Ccn9		
10/11/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.125% 7/31/23 Income Debit 440.22- USD	- 440.22
01/31/2023	U S Treasury Nt 0.125% 7/31/23 0.000625 USD/\$1 Pv On 1,800,000 Par Value Due 1/31/23	1,125.00
07/31/2023	U S Treasury Nt 0.125% 7/31/23 0.000625 USD/\$1 Pv On 1,800,000 Par Value Due 7/31/23	1,125.00
Total U S Treasury Nt 0.125% 7/31/23		1,809.78
U S Treasury Nt 0.125% 8/31/23		
91282Ccu3		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 30 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
02/28/2023	U S Treasury Nt 0.125% 8/31/23 0.000625 USD/\$1 Pv On 3,000,000 Par Value Due 2/28/23	1,875.00
08/31/2023	U S Treasury Nt 0.125% 8/31/23 0.000625 USD/\$1 Pv On 3,000,000 Par Value Due 8/31/23	1,875.00
Total U S Treasury Nt 0.125% 8/31/23		3,750.00
U S Treasury Nt 0.125% 9/15/23 91282Cak7		
02/02/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.125% 9/15/23 Income Debit 1,353.59- USD	- 1,353.59
03/15/2023	U S Treasury Nt 0.125% 9/15/23 0.000625 USD/\$1 Pv On 2,800,000 Par Value Due 3/15/23	1,750.00
09/15/2023	U S Treasury Nt 0.125% 9/15/23 0.000625 USD/\$1 Pv On 2,800,000 Par Value Due 9/15/23	1,750.00
Total U S Treasury Nt 0.125% 9/15/23		2,146.41
U S Treasury Nt 0.125% 10/31/22 91282Car2		
10/31/2022	U S Treasury Nt 0.125% 10/31/22 0.000625 USD/\$1 Pv On 3,000,000 Par Value Due 10/31/22	1,875.00
U S Treasury Nt 0.125% 11/30/22 91282Cax9		
11/30/2022	U S Treasury Nt 0.125% 11/30/22 0.000625 USD/\$1 Pv On 2,500,000 Par Value Due 11/30/22	1,562.50
U S Treasury Nt 0.375% 7/15/24 91282Ccl3		
09/06/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 0.375% 7/15/24 Income Debit 1,620.24- USD	- 1,620.24

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 31 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
U S Treasury Nt 0.875% 1/31/24 91282Cdv0		
01/31/2023	U S Treasury Nt 0.875% 1/31/24 0.004375 USD/\$1 Pv On 1,000,000 Par Value Due 1/31/23	4,375.00
07/31/2023	U S Treasury Nt 0.875% 1/31/24 0.004375 USD/\$1 Pv On 1,000,000 Par Value Due 7/31/23	4,375.00
Total U S Treasury Nt 0.875% 1/31/24		8,750.00
U S Treasury Nt 1.250% 8/31/24 912828Ye4		
04/12/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.250% 8/31/24 Income Debit 2,336.96- USD	- 2,336.96
08/31/2023	U S Treasury Nt 1.250% 8/31/24 0.00625 USD/\$1 Pv On 1,600,000 Par Value Due 8/31/23	10,000.00
Total U S Treasury Nt 1.250% 8/31/24		7,663.04
U S Treasury Nt 1.375% 8/31/23 9128282D1		
10/11/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.375% 8/31/23 Income Debit 4,360.50- USD	- 4,360.50
02/28/2023	U S Treasury Nt 1.375% 8/31/23 0.006875 USD/\$1 Pv On 2,800,000 Par Value Due 2/28/23	19,250.00
08/31/2023	U S Treasury Nt 1.375% 8/31/23 0.006875 USD/\$1 Pv On 2,800,000 Par Value Due 8/31/23	19,250.00
Total U S Treasury Nt 1.375% 8/31/23		34,139.50
U S Treasury Nt 1.375% 10/15/22 912828Yk0		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 32 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
10/17/2022	U S Treasury Nt 1.375% 10/15/22 0.006875 USD/\$1 Pv On 3,000,000 Par Value Due 10/15/22	20,625.00
U S Treasury Nt 1.500% 2/29/24 91282Cea5		
03/01/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.500% 2/29/24 Income Debit 122.28- USD	- 122.28
08/31/2023	U S Treasury Nt 1.500% 2/29/24 0.0075 USD/\$1 Pv On 3,000,000 Par Value Due 8/31/23	22,500.00
Total U S Treasury Nt 1.500% 2/29/24		22,377.72
U S Treasury Nt 1.625% 4/30/23 912828R28		
10/31/2022	U S Treasury Nt 1.625% 4/30/23 0.008125 USD/\$1 Pv On 2,650,000 Par Value Due 10/31/22	21,531.25
05/01/2023	U S Treasury Nt 1.625% 4/30/23 0.008125 USD/\$1 Pv On 2,650,000 Par Value Due 4/30/23	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		
11/30/2022	U S Treasury Nt 1.625% 5/31/23 0.008125 USD/\$1 Pv On 2,700,000 Par Value Due 11/30/22	21,937.50
05/31/2023	U S Treasury Nt 1.625% 5/31/23 0.008125 USD/\$1 Pv On 2,700,000 Par Value Due 5/31/23	21,937.50
Total U S Treasury Nt 1.625% 5/31/23		43,875.00
U S Treasury Nt 1.625% 10/31/23 912828T91		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 33 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
11/07/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.625% 10/31/23 Income Debit 848.41- USD	- 848.41
05/01/2023	U S Treasury Nt 1.625% 10/31/23 0.008125 USD/\$1 Pv On 2,700,000 Par Value Due 4/30/23	21,937.50
Total U S Treasury Nt 1.625% 10/31/23		21,089.09
U S Treasury Nt 1.750% 1/31/23 912828P38		
01/31/2023	U S Treasury Nt 1.750% 1/31/23 0.00875 USD/\$1 Pv On 2,600,000 Par Value Due 1/31/23	22,750.00
U S Treasury Nt 1.750% 6/30/24 9128286Z8		
09/06/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.750% 6/30/24 Income Debit 5,497.28- USD	- 5,497.28
U S Treasury Nt 2.000% 11/30/22 912828M80		
11/30/2022	U S Treasury Nt 2.000% 11/30/22 0.01 USD/\$1 Pv On 900,000 Par Value Due 11/30/22	9,000.00
U S Treasury Nt 2.125% 2/29/24 912828W48		
03/01/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.125% 2/29/24 Income Debit 173.23- USD	- 173.23
08/31/2023	U S Treasury Nt 2.125% 2/29/24 0.010625 USD/\$1 Pv On 3,000,000 Par Value Due 8/31/23	31,875.00
Total U S Treasury Nt 2.125% 2/29/24		31,701.77
U S Treasury Nt 2.125% 9/30/24 912828Y5		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 34 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/01/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.125% 9/30/24 Income Debit 10,799.18- USD	- 10,799.18
U S Treasury Nt 2.250% 1/31/24 912828V80		
10/18/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.250% 1/31/24 Income Debit 14,490.49- USD	- 14,490.49
01/31/2023	U S Treasury Nt 2.250% 1/31/24 0.01125 USD/\$1 Pv On 3,000,000 Par Value Due 1/31/23	33,750.00
07/31/2023	U S Treasury Nt 2.250% 1/31/24 0.01125 USD/\$1 Pv On 3,000,000 Par Value Due 7/31/23	33,750.00
Total U S Treasury Nt 2.250% 1/31/24		53,009.51
U S Treasury Nt 2.250% 4/30/24 9128286R6		
08/17/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.250% 4/30/24 Income Debit 19,993.21- USD	- 19,993.21
U S Treasury Nt 2.250% 11/15/24 912828G38		
08/21/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.250% 11/15/24 Income Debit 18,874.32- USD	- 18,874.32
U S Treasury Nt 2.500% 3/31/23 9128284D9		
03/31/2023	U S Treasury Nt 2.500% 3/31/23 0.0125 USD/\$1 Pv On 1,500,000 Par Value Due 3/31/23	18,750.00
U S Treasury Nt 2.500% 4/30/24 91282Cek3		

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 35 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
06/01/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.500% 4/30/24 Income Debit 4,891.30- USD	- 4,891.30
U S Treasury Nt 2.500% 8/15/23 912828Vs6		
11/07/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.500% 8/15/23 Income Debit 9,130.43- USD	- 9,130.43
02/15/2023	U S Treasury Nt 2.500% 8/15/23 0.0125 USD/\$1 Pv On 1,600,000 Par Value Due 2/15/23	20,000.00
08/15/2023	U S Treasury Nt 2.500% 8/15/23 0.0125 USD/\$1 Pv On 1,600,000 Par Value Due 8/15/23	20,000.00
Total U S Treasury Nt 2.500% 8/15/23		30,869.57
U S Treasury Nt 2.625% 2/28/23 9128284A5		
02/28/2023	U S Treasury Nt 2.625% 2/28/23 0.013125 USD/\$1 Pv On 3,000,000 Par Value Due 2/28/23	39,375.00
U S Treasury Nt 2.750% 5/31/23 9128284S6		
11/30/2022	U S Treasury Nt 2.750% 5/31/23 0.01375 USD/\$1 Pv On 2,450,000 Par Value Due 11/30/22	33,687.50
05/31/2023	U S Treasury Nt 2.750% 5/31/23 0.01375 USD/\$1 Pv On 2,450,000 Par Value Due 5/31/23	33,687.50
Total U S Treasury Nt 2.750% 5/31/23		67,375.00
U S Treasury Nt 2.750% 7/31/23 912828Y61		
12/08/2022	Paid Accrued Interest On Purchase Of U S Treasury Nt 2.750% 7/31/23 Income Debit 23,315.22- USD	- 23,315.22

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 36 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
01/31/2023	U S Treasury Nt 2.750% 7/31/23 0.01375 USD/\$1 Pv On 2,400,000 Par Value Due 1/31/23	33,000.00
07/31/2023	U S Treasury Nt 2.750% 7/31/23 0.01375 USD/\$1 Pv On 2,400,000 Par Value Due 7/31/23	33,000.00
Total U S Treasury Nt 2.750% 7/31/23		42,684.78
U S Treasury Nt 2.875% 9/30/23 9128285D8		
03/31/2023	U S Treasury Nt 2.875% 9/30/23 0.014375 USD/\$1 Pv On 2,700,000 Par Value Due 3/31/23	38,812.50
Versailles Coml Paper C P 4/17/23 92512Mrh4		
04/17/2023	Versailles Coml Paper C P 4/17/23 350,000 Par Value At 100 %	6,129.86
Versailles Coml Paper C P 6/07/23 92512Mt74		
06/07/2023	Versailles Coml Paper C P 6/07/23 300,000 Par Value At 100 %	2,083.33
Versailles Coml Paper C P 11/02/22 92512MI23		
11/02/2022	Versailles Coml Paper C P 11/02/22 1,000,000 Par Value At 100 %	6,808.33
Victory Receivables C P 1/06/23 92646Ln63		
01/06/2023	Victory Receivables C P 1/06/23 1,319,000 Par Value At 100 %	10,317.51
Victory Receivables C P 3/20/23 92646Lq17		
03/20/2023	Victory Receivables C P 3/20/23 1,300,000 Par Value At 100 %	12,126.11

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 37 of 133
Period from October 1, 2022 to September 30, 2023

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Victory Receivables C P 6/08/23		
92646Lt83		
06/08/2023	Victory Receivables C P 6/08/23 1,400,000 Par Value At 100 %	15,821.94
Total Interest		1,210,636.39

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 38 of 133
Period from October 1, 2022 to September 30, 2023

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
10/25/2022	Collected Charged For Period 09/01/2022 Thru 09/30/2022	- 680.61
11/28/2022	Collected Charged For Period 10/01/2022 Thru 10/31/2022	- 681.47
12/27/2022	Collected Charged For Period 11/01/2022 Thru 11/30/2022	- 683.85
01/25/2023	Collected Charged For Period 12/01/2022 Thru 12/31/2022	- 685.57
02/27/2023	Collected Charged For Period 01/01/2023 Thru 01/31/2023	- 688.47
03/27/2023	Collected Charged For Period 02/01/2023 Thru 02/28/2023	- 690.85
04/26/2023	Collected Charged For Period 03/01/2023 Thru 03/31/2023	- 694.66
05/25/2023	Collected Charged For Period 04/01/2023 Thru 04/30/2023	- 696.15
06/23/2023	Collected Charged For Period 05/01/2023 Thru 05/31/2023	- 698.92
07/25/2023	Collected Charged For Period 06/01/2023 Thru 06/30/2023	- 700.89
08/25/2023	Collected Charged For Period 07/01/2023 Thru 07/31/2023	- 704.16
09/25/2023	Collected Charged For Period 08/01/2023 Thru 08/31/2023	- 707.42
Total Trust Fees		- 8,313.02

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 39 of 133
Period from October 1, 2022 to September 30, 2023

PLAN EXPENSES (continued)

DATE	DESCRIPTION	CASH
Total Trust Fees		- 8,313.02
Total Plan Expenses		- 8,313.02

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 40 of 133
Period from October 1, 2022 to September 30, 2023

OTHER ACTIVITY

DATE	DESCRIPTION	CASH
Transfers Out		
Outgoing Domestic Wire		
09/29/2023	Paid To City Of Deerfield Beach Reimburse Pool Cash For W&s Oper Exp.	- 2,993,766.00
Total Outgoing Domestic Wire		- 2,993,766.00
Total Transfers Out		- 2,993,766.00
Total Other Activity		- 2,993,766.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 41 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
10/03/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 10/3/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
10/04/2022	Purchased 6,662.46 Units Of Allspring Treas Plus Mm Inst Trade Date 10/4/22 94975H296	6,662.460	.00	- 6,662.46	6,662.46
10/17/2022	Purchased 4,370,625 Units Of Allspring Treas Plus Mm Inst Trade Date 10/17/22 94975H296	4,370,625.000	.00	- 4,370,625.00	4,370,625.00
10/24/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 10/24/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
10/31/2022	Purchased 3,023,406.25 Units Of Allspring Treas Plus Mm Inst Trade Date 10/31/22 94975H296	3,023,406.250	.00	- 3,023,406.25	3,023,406.25
11/02/2022	Purchased 2,355,163.67 Units Of Allspring Treas Plus Mm Inst Trade Date 11/2/22 94975H296	2,355,163.670	.00	- 2,355,163.67	2,355,163.67
11/16/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 11/16/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 42 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
11/17/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 11/17/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
11/28/2022	Purchased 1,349,318.53 Units Of Allspring Treas Plus Mm Inst Trade Date 11/28/22 94975H296	1,349,318.530	.00	- 1,349,318.53	1,349,318.53
11/30/2022	Purchased 3,466,187.5 Units Of Allspring Treas Plus Mm Inst Trade Date 11/30/22 94975H296	3,466,187.500	.00	- 3,466,187.50	3,466,187.50
12/01/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 12/1/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
12/02/2022	Purchased 4,212.95 Units Of Allspring Treas Plus Mm Inst Trade Date 12/2/22 94975H296	4,212.950	.00	- 4,212.95	4,212.95
12/08/2022	Purchased 300,000 Units Of Allspring Treas Plus Mm Inst Trade Date 12/8/22 94975H296	300,000.000	.00	- 300,000.00	300,000.00
12/12/2022	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 12/12/22 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 43 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
01/04/2023	Purchased 1,054,269.98 Units Of Allspring Treas Plus Mm Inst Trade Date 1/4/23 94975H296	1,054,269.980	.00	- 1,054,269.98	1,054,269.98
01/06/2023	Purchased 1,319,000 Units Of Allspring Treas Plus Mm Inst Trade Date 1/6/23 94975H296	1,319,000.000	.00	- 1,319,000.00	1,319,000.00
01/09/2023	Purchased 1,100,000 Units Of Allspring Treas Plus Mm Inst Trade Date 1/9/23 94975H296	1,100,000.000	.00	- 1,100,000.00	1,100,000.00
01/17/2023	Purchased 1,000,000 Units Of Allspring Treas Plus Mm Inst Trade Date 1/17/23 94975H296	1,000,000.000	.00	- 1,000,000.00	1,000,000.00
01/18/2023	Purchased 4,725 Units Of Allspring Treas Plus Mm Inst Trade Date 1/18/23 94975H296	4,725.000	.00	- 4,725.00	4,725.00
01/24/2023	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 1/24/23 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
01/31/2023	Purchased 2,695,000 Units Of Allspring Treas Plus Mm Inst Trade Date 1/31/23 94975H296	2,695,000.000	.00	- 2,695,000.00	2,695,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 44 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
02/01/2023	Purchased 1,000,000 Units Of Allspring Treas Plus Mm Inst Trade Date 2/1/23 94975H296	1,000,000.000	.00	- 1,000,000.00	1,000,000.00
02/15/2023	Purchased 1,370,000 Units Of Allspring Treas Plus Mm Inst Trade Date 2/15/23 94975H296	1,370,000.000	.00	- 1,370,000.00	1,370,000.00
02/27/2023	Purchased 349,311.53 Units Of Allspring Treas Plus Mm Inst Trade Date 2/27/23 94975H296	349,311.530	.00	- 349,311.53	349,311.53
02/28/2023	Purchased 5,762,187.5 Units Of Allspring Treas Plus Mm Inst Trade Date 2/28/23 94975H296	5,762,187.500	.00	- 5,762,187.50	5,762,187.50
03/01/2023	Purchased 1,000,000 Units Of Allspring Treas Plus Mm Inst Trade Date 3/1/23 94975H296	1,000,000.000	.00	- 1,000,000.00	1,000,000.00
03/02/2023	Purchased 2,683.33 Units Of Allspring Treas Plus Mm Inst Trade Date 3/2/23 94975H296	2,683.330	.00	- 2,683.33	2,683.33
03/08/2023	Purchased 3,400,000 Units Of Allspring Treas Plus Mm Inst Trade Date 3/8/23 94975H296	3,400,000.000	.00	- 3,400,000.00	3,400,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 45 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/10/2023	Purchased 851.94 Units Of Allspring Treas Plus Mm Inst Trade Date 3/10/23 94975H296	851.940	.00	- 851.94	851.94
03/15/2023	Purchased 1,750 Units Of Allspring Treas Plus Mm Inst Trade Date 3/15/23 94975H296	1,750.000	.00	- 1,750.00	1,750.00
03/20/2023	Purchased 2,600,000 Units Of Allspring Treas Plus Mm Inst Trade Date 3/20/23 94975H296	2,600,000.000	.00	- 2,600,000.00	2,600,000.00
03/31/2023	Purchased 1,538,812.5 Units Of Allspring Treas Plus Mm Inst Trade Date 3/31/23 94975H296	1,538,812.500	.00	- 1,538,812.50	1,538,812.50
03/31/2023	Purchased 18,750 Units Of Allspring Treas Plus Mm Inst Trade Date 3/31/23 94975H296	18,750.000	.00	- 18,750.00	18,750.00
04/03/2023	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 4/3/23 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
04/04/2023	Purchased 5,597.63 Units Of Allspring Treas Plus Mm Inst Trade Date 4/4/23 94975H296	5,597.630	.00	- 5,597.63	5,597.63

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 46 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
04/06/2023	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 4/6/23 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
04/17/2023	Purchased 1,700,000 Units Of Allspring Treas Plus Mm Inst Trade Date 4/17/23 94975H296	1,700,000.000	.00	- 1,700,000.00	1,700,000.00
04/26/2023	Purchased 1,399,305.34 Units Of Allspring Treas Plus Mm Inst Trade Date 4/26/23 94975H296	1,399,305.340	.00	- 1,399,305.34	1,399,305.34
05/01/2023	Purchased 2,693,468.75 Units Of Allspring Treas Plus Mm Inst Trade Date 5/1/23 94975H296	2,693,468.750	.00	- 2,693,468.75	2,693,468.75
05/02/2023	Purchased 7,261.89 Units Of Allspring Treas Plus Mm Inst Trade Date 5/2/23 94975H296	7,261.890	.00	- 7,261.89	7,261.89
05/03/2023	Purchased 1,100,000 Units Of Allspring Treas Plus Mm Inst Trade Date 5/3/23 94975H296	1,100,000.000	.00	- 1,100,000.00	1,100,000.00
05/11/2023	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 5/11/23 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 47 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
05/31/2023	Purchased 5,205,625 Units Of Allspring Treas Plus Mm Inst Trade Date 5/31/23 94975H296	5,205,625.000	.00	- 5,205,625.00	5,205,625.00
06/02/2023	Purchased 2,980.38 Units Of Allspring Treas Plus Mm Inst Trade Date 6/2/23 94975H296	2,980.380	.00	- 2,980.38	2,980.38
06/07/2023	Purchased 1,600,000 Units Of Allspring Treas Plus Mm Inst Trade Date 6/7/23 94975H296	1,600,000.000	.00	- 1,600,000.00	1,600,000.00
06/08/2023	Purchased 5,684 Units Of Allspring Treas Plus Mm Inst Trade Date 6/8/23 94975H296	5,684.000	.00	- 5,684.00	5,684.00
06/22/2023	Purchased 1,350,000 Units Of Allspring Treas Plus Mm Inst Trade Date 6/22/23 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00
07/05/2023	Purchased 3,854.26 Units Of Allspring Treas Plus Mm Inst Trade Date 7/5/23 94975H296	3,854.260	.00	- 3,854.26	3,854.26
07/06/2023	Purchased 5,600,000 Units Of Allspring Treas Plus Mm Inst Trade Date 7/6/23 94975H296	5,600,000.000	.00	- 5,600,000.00	5,600,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 48 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
07/17/2023	Purchased 1,151,781.25 Units Of Allspring Treas Plus Mm Inst Trade Date 7/17/23 94975H296	1,151,781.250	.00	- 1,151,781.25	1,151,781.25
07/25/2023	Purchased 1,399,299.11 Units Of Allspring Treas Plus Mm Inst Trade Date 7/25/23 94975H296	1,399,299.110	.00	- 1,399,299.11	1,399,299.11
07/27/2023	Purchased 250,000 Units Of Allspring Treas Plus Mm Inst Trade Date 7/27/23 94975H296	250,000.000	.00	- 250,000.00	250,000.00
07/31/2023	Purchased 4,272,250 Units Of Allspring Treas Plus Mm Inst Trade Date 7/31/23 94975H296	4,272,250.000	.00	- 4,272,250.00	4,272,250.00
08/02/2023	Purchased 8,155.63 Units Of Allspring Treas Plus Mm Inst Trade Date 8/2/23 94975H296	8,155.630	.00	- 8,155.63	8,155.63
08/03/2023	Purchased 1,400,000 Units Of Allspring Treas Plus Mm Inst Trade Date 8/3/23 94975H296	1,400,000.000	.00	- 1,400,000.00	1,400,000.00
08/07/2023	Purchased 400,000 Units Of Allspring Treas Plus Mm Inst Trade Date 8/7/23 94975H296	400,000.000	.00	- 400,000.00	400,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 49 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
08/15/2023	Purchased 1,620,000 Units Of Allspring Treas Plus Mm Inst Trade Date 8/15/23 94975H296	1,620,000.000	.00	- 1,620,000.00	1,620,000.00
08/31/2023	Purchased 5,885,500 Units Of Allspring Treas Plus Mm Inst Trade Date 8/31/23 94975H296	5,885,500.000	.00	- 5,885,500.00	5,885,500.00
09/01/2023	Purchased 1,400,000 Units Of Allspring Treas Plus Mm Inst Trade Date 9/1/23 94975H296	1,400,000.000	.00	- 1,400,000.00	1,400,000.00
09/05/2023	Purchased 31,188.8 Units Of Allspring Treas Plus Mm Inst Trade Date 9/5/23 94975H296	31,188.800	.00	- 31,188.80	31,188.80
09/15/2023	Purchased 2,801,750 Units Of Allspring Treas Plus Mm Inst Trade Date 9/15/23 94975H296	2,801,750.000	.00	- 2,801,750.00	2,801,750.00
Total Allspring Treas Plus Mm Inst		93,886,620.180	.00	- 93,886,620.18	93,886,620.18
12/05/2022	Purchased 1,050,000 Par Value Of Anglesea Fdg Plc C P 1/04/23 Trade Date 12/5/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 114562809120522 1,050,000 Par Value At 99.66005524 % 0347M3N42	1,050,000.000	.00	- 1,046,430.58	1,046,430.58

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 50 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Anglesea Fdg Plc C P 1/04/23		1,050,000.000	.00	- 1,046,430.58	1,046,430.58
01/04/2023	Purchased 1,050,000 Par Value Of Anglesea Fdg Plc C P 3/08/23 Trade Date 1/4/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114699722010423 1,050,000 Par Value At 99.21983333 % 0347M3Q80	1,050,000.000	.00	- 1,041,808.25	1,041,808.25
Total Anglesea Fdg Plc C P 3/08/23		1,050,000.000	.00	- 1,041,808.25	1,041,808.25
03/08/2023	Purchased 1,400,000 Par Value Of Anglesea Fdg Plc C P 8/03/23 Trade Date 3/8/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 115110145030823 1,400,000 Par Value At 97.90933357 % 0347M3V35	1,400,000.000	.00	- 1,370,730.67	1,370,730.67
Total Anglesea Fdg Plc C P 8/03/23		1,400,000.000	.00	- 1,370,730.67	1,370,730.67
08/03/2023	Purchased 1,400,000 Par Value Of Anglesea Fdg Plc Ang C P 10/16/23 Trade Date 8/3/23 Purchased Through Cantor Fitzgerald/CastleOak Swift External Ref#: 115912024080323 1,400,000 Par Value At 98.89891643 % 0347M3XG4	1,400,000.000	.00	- 1,384,584.83	1,384,584.83
Total Anglesea Fdg Plc Ang C P 10/16/23		1,400,000.000	.00	- 1,384,584.83	1,384,584.83

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 51 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
10/03/2022	Purchased 1,350,000 Par Value Of Anglesea Fdg Plc C P 12/01/22 Trade Date 10/3/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 114175937100322 1,350,000 Par Value At 99.4050837 % 0347M3M19	1,350,000.000	.00	- 1,341,968.63	1,341,968.63
Total Anglesea Fdg Plc C P 12/01/22		1,350,000.000	.00	- 1,341,968.63	1,341,968.63
04/06/2023	Purchased 1,400,000 Par Value Of Arkansas Elec Coop Corp C P 7/06/23 Trade Date 4/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115283999040623 1,400,000 Par Value At 98.79408357 % 04085NU64	1,400,000.000	.00	- 1,383,117.17	1,383,117.17
Total Arkansas Elec Coop Corp C P 7/06/23		1,400,000.000	.00	- 1,383,117.17	1,383,117.17
07/06/2023	Purchased 1,400,000 Par Value Of Arkansas Elec Coop Corp C P 10/03/23 Trade Date 7/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115751989070623 1,400,000 Par Value At 98.665 % 04085NX38	1,400,000.000	.00	- 1,381,310.00	1,381,310.00
Total Arkansas Elec Coop Corp C P 10/03/23		1,400,000.000	.00	- 1,381,310.00	1,381,310.00
12/06/2022	Purchased 1,350,000 Par Value Of Atlantic Asset C P 3/08/23 Trade Date 12/6/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 114567983120622 1,350,000 Par Value At 98.83722222 % 04821UQ88	1,350,000.000	.00	- 1,334,302.50	1,334,302.50

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 52 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Atlantic Asset C P 3/08/23		1,350,000.000	.00	- 1,334,302.50	1,334,302.50
03/08/2023	Purchased 1,400,000 Par Value Of Atlantic Asset C P 4/26/23 Trade Date 3/8/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115112120030823 1,400,000 Par Value At 99.36666643 % 04821URS3	1,400,000.000	.00	- 1,391,133.33	1,391,133.33
Total Atlantic Asset C P 4/26/23		1,400,000.000	.00	- 1,391,133.33	1,391,133.33
04/26/2023	Purchased 1,400,000 Par Value Of Atlantic Asset C P 10/02/23 Trade Date 4/26/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115386419042623 1,400,000 Par Value At 97.69583357 % 04821UX23	1,400,000.000	.00	- 1,367,741.67	1,367,741.67
Total Atlantic Asset C P 10/02/23		1,400,000.000	.00	- 1,367,741.67	1,367,741.67
08/16/2023	Purchased 1,000,000 Par Value Of Banco De Chile Disc C P 2/01/24 Trade Date 8/16/23 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 115999258081623 1,000,000 Par Value At 97.363333 % 05952SB12	1,000,000.000	.00	- 973,633.33	973,633.33
Total Banco De Chile Disc C P 2/01/24		1,000,000.000	.00	- 973,633.33	973,633.33

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 53 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
07/06/2023	Purchased 1,400,000 Par Value Of Cpnational Secs Clea C P 10/05/23 Trade Date 7/6/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 115752137070623 1,400,000 Par Value At 98.66786143 % 63763QX51	1,400,000.000	.00	- 1,381,350.06	1,381,350.06
Total Cpnational Secs Clea C P 10/05/23		1,400,000.000	.00	- 1,381,350.06	1,381,350.06
02/03/2023	Purchased 250,000 Par Value Of Dbs Bank Ltd C P 7/27/23 Trade Date 2/3/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 114911530020323 250,000 Par Value At 97.701 % 23305EUT8	250,000.000	.00	- 244,252.50	244,252.50
Total Dbs Bank Ltd C P 7/27/23		250,000.000	.00	- 244,252.50	244,252.50
03/01/2023	Purchased 1,000,000 Par Value Of Dbs Bk Ltd Singapore C P 8/21/23 Trade Date 3/1/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 115062490030123 1,000,000 Par Value At 97.582806 % 23305EVM2	1,000,000.000	.00	- 975,828.06	975,828.06
Total Dbs Bk Ltd Singapore C P 8/21/23		1,000,000.000	.00	- 975,828.06	975,828.06
11/17/2022	Purchased 1,300,000 Par Value Of Dz Bank Ag Deutsche Z C P 3/20/23 Trade Date 11/17/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114497269111722 1,300,000 Par Value At 98.40722231 % 23343WQL4	1,300,000.000	.00	- 1,279,293.89	1,279,293.89

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 54 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Dz Bank Ag Deutsche Z C P 3/20/23		1,300,000.000	.00	- 1,279,293.89	1,279,293.89
10/17/2022	Purchased 1,350,000 Par Value Of Gotham Fdg Corp Disc C P 1/18/23 Trade Date 10/17/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 114277490101722 1,350,000 Par Value At 98.89088889 % 38346MNJ9	1,350,000.000	.00	- 1,335,027.00	1,335,027.00
Total Gotham Fdg Corp Disc C P 1/18/23		1,350,000.000	.00	- 1,335,027.00	1,335,027.00
01/18/2023	Purchased 1,350,000 Par Value Of Gotham Fdg Corp Disc C P 4/17/23 Trade Date 1/18/23 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 114789134011823 1,350,000 Par Value At 98.83805556 % 38346MRH9	1,350,000.000	.00	- 1,334,313.75	1,334,313.75
Total Gotham Fdg Corp Disc C P 4/17/23		1,350,000.000	.00	- 1,334,313.75	1,334,313.75
04/17/2023	Purchased 1,400,000 Par Value Of Gotham Fdg Corp Disc C P 7/25/23 Trade Date 4/17/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 115336465041723 1,400,000 Par Value At 98.58444429 % 38346MUR3	1,400,000.000	.00	- 1,380,182.22	1,380,182.22
Total Gotham Fdg Corp Disc C P 7/25/23		1,400,000.000	.00	- 1,380,182.22	1,380,182.22

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 55 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
10/07/2022	Purchased 250,000 Par Value Of Jupiter Securitization C P 2/03/23 Trade Date 10/7/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 114219954100722 250,000 Par Value At 98.687084 % 4820P3P31	250,000.000	.00	- 246,717.71	246,717.71
Total Jupiter Securitization C P 2/03/23		250,000.000	.00	- 246,717.71	246,717.71
08/07/2023	Purchased 1,450,000 Par Value Of Lloyds Bk Plc Disc Coml C P 4/03/24 Trade Date 8/7/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 115936112080723 1,450,000 Par Value At 96.26894414 % 53943RD30	1,450,000.000	.00	- 1,395,899.69	1,395,899.69
Total Lloyds Bk Plc Disc Coml C P 4/03/24		1,450,000.000	.00	- 1,395,899.69	1,395,899.69
10/19/2022	Purchased 1,000,000 Par Value Of Lma S A Lma Amers LLC C P 2/01/23 Trade Date 10/19/22 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 114295033101922 1,000,000 Par Value At 98.67 % 53944RP10	1,000,000.000	.00	- 986,700.00	986,700.00
Total Lma S A Lma Amers LLC C P 2/01/23		1,000,000.000	.00	- 986,700.00	986,700.00
02/27/2023	Purchased 400,000 Par Value Of Lma S A Lma Amers LLC C P 8/07/23 Trade Date 2/27/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115042054022723 400,000 Par Value At 97.7415275 % 53944RV70	400,000.000	.00	- 390,966.11	390,966.11

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 56 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Lma S A Lma Amers LLC C P 8/07/23		400,000.000	.00	- 390,966.11	390,966.11
07/17/2023	Purchased 1,000,000 Par Value Of Lma S A Lma Amers LLC C P 10/05/23 Trade Date 7/17/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115802776071723 1,000,000 Par Value At 98.788889 % 53944RX52	1,000,000.000	.00	- 987,888.89	987,888.89
Total Lma S A Lma Amers LLC C P 10/05/23		1,000,000.000	.00	- 987,888.89	987,888.89
11/28/2022	Purchased 350,000 Par Value Of Lma S A C P 2/27/23 Trade Date 11/28/22 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 114525196112822 350,000 Par Value At 98.8375 % 53944RPT9	350,000.000	.00	- 345,931.25	345,931.25
Total Lma S A C P 2/27/23		350,000.000	.00	- 345,931.25	345,931.25
02/01/2023	Purchased 1,000,000 Par Value Of Lma S A Lma Amers LLC C P 3/08/23 Trade Date 2/1/23 Purchased Through Citigroup Global Markets Inc Swift External Ref#: 114900088020123 1,000,000 Par Value At 99.570278 % 53944RQ84	1,000,000.000	.00	- 995,702.78	995,702.78
Total Lma S A Lma Amers LLC C P 3/08/23		1,000,000.000	.00	- 995,702.78	995,702.78

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 57 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
09/05/2023	Purchased 1,450,000 Par Value Of MacQuarie Bk Ltd Disc C P 3/01/24 Trade Date 9/5/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 116083353090523 1,450,000 Par Value At 97.2261669 % 55607KC12	1,450,000.000	.00	- 1,409,779.42	1,409,779.42
Total MacQuarie Bk Ltd Disc C P 3/01/24		1,450,000.000	.00	- 1,409,779.42	1,409,779.42
12/05/2022	Purchased 1,350,000 Par Value Of MacQuarie Bk Ltd Disc C P 4/03/23 Trade Date 12/5/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114562736120522 1,350,000 Par Value At 98.44305556 % 55607LR30	1,350,000.000	.00	- 1,328,981.25	1,328,981.25
Total MacQuarie Bk Ltd Disc C P 4/03/23		1,350,000.000	.00	- 1,328,981.25	1,328,981.25
07/06/2023	Purchased 1,400,000 Par Value Of Manhattan Asset Fdg Co C P 1/09/24 Trade Date 7/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115752067070623 1,400,000 Par Value At 97.137861 % 56274LA95	1,400,000.000	.00	- 1,359,930.05	1,359,930.05
Total Manhattan Asset Fdg Co C P 1/09/24		1,400,000.000	.00	- 1,359,930.05	1,359,930.05
04/06/2023	Purchased 1,400,000 Par Value Of Manhattan Asset Fdg Co C P 7/06/23 Trade Date 4/6/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 115279074040623 1,400,000 Par Value At 98.69819429 % 56274MU67	1,400,000.000	.00	- 1,381,774.72	1,381,774.72

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 58 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Manhattan Asset Fdg Co C P 7/06/23		1,400,000.000	.00	- 1,381,774.72	1,381,774.72
01/17/2023	Purchased 1,350,000 Par Value Of Mont Blanc Cap Corp C P 2/15/23 Trade Date 1/17/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114780780011723 1,350,000 Par Value At 99.65 % 6117P5PF8	1,350,000.000	.00	- 1,345,275.00	1,345,275.00
Total Mont Blanc Cap Corp C P 2/15/23		1,350,000.000	.00	- 1,345,275.00	1,345,275.00
02/15/2023	Purchased 1,350,000 Par Value Of Mont Blanc Cap Corp C P 5/11/23 Trade Date 2/15/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 114988101021523 1,350,000 Par Value At 98.887 % 6117P5SB4	1,350,000.000	.00	- 1,334,974.50	1,334,974.50
Total Mont Blanc Cap Corp C P 5/11/23		1,350,000.000	.00	- 1,334,974.50	1,334,974.50
05/11/2023	Purchased 1,400,000 Par Value Of Mont Blanc Cap Corp C P 9/05/23 Trade Date 5/11/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 115456524051123 1,400,000 Par Value At 98.29375 % 6117P5W52	1,400,000.000	.00	- 1,376,112.50	1,376,112.50
Total Mont Blanc Cap Corp C P 9/05/23		1,400,000.000	.00	- 1,376,112.50	1,376,112.50

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 59 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
09/05/2023	Purchased 1,450,000 Par Value Of National Bk Cda Disc C P 4/01/24 Trade Date 9/5/23 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 116083448090523 1,450,000 Par Value At 96.74888897 % 63307LD16	1,450,000.000	.00	- 1,402,858.89	1,402,858.89
Total National Bk Cda Disc C P 4/01/24		1,450,000.000	.00	- 1,402,858.89	1,402,858.89
04/06/2023	Purchased 1,400,000 Par Value Of National Secs Clearing C P 7/6/2023 Trade Date 4/6/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 115283974040623 1,400,000 Par Value At 98.79166643 % 63763QU62	1,400,000.000	.00	- 1,383,083.33	1,383,083.33
Total National Secs Clearing C P 7/6/2023		1,400,000.000	.00	- 1,383,083.33	1,383,083.33
08/28/2023	Purchased 1,000,000 Par Value Of Natixis N Y Brh Disc C P 2/15/24 Trade Date 8/28/23 Purchased Through Rbc Capital Markets, LLC Swift External Ref#: 116046525082823 1,000,000 Par Value At 97.327222 % 63873JBF6	1,000,000.000	.00	- 973,272.22	973,272.22
Total Natixis N Y Brh Disc C P 2/15/24		1,000,000.000	.00	- 973,272.22	973,272.22
01/24/2023	Purchased 1,350,000 Par Value Of Old Line Funding LLC C P 6/22/23 Trade Date 1/24/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 114825253012423 1,350,000 Par Value At 98.00505556 % 67983UTN3	1,350,000.000	.00	- 1,323,068.25	1,323,068.25

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 60 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Old Line Funding LLC C P 6/22/23		1,350,000.000	.00	- 1,323,068.25	1,323,068.25
07/17/2023	Purchased 1,400,000 Par Value Of Salisbury Rec Co LLC C P 10/16/23 Trade Date 7/17/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 115803387071723 1,400,000 Par Value At 98.625 % 79490BXG6	1,400,000.000	.00	- 1,380,750.00	1,380,750.00
Total Salisbury Rec Co LLC C P 10/16/23		1,400,000.000	.00	- 1,380,750.00	1,380,750.00
11/28/2022	Purchased 1,100,000 Par Value Of Salisbury Receivables C P 2/02/23 Trade Date 11/28/22 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 114525458112822 1,100,000 Par Value At 99.1875 % 79490BP26	1,100,000.000	.00	- 1,091,062.50	1,091,062.50
Total Salisbury Receivables C P 2/02/23		1,100,000.000	.00	- 1,091,062.50	1,091,062.50
02/02/2023	Purchased 1,100,000 Par Value Of Salisbury Receivables C P 5/03/23 Trade Date 2/2/23 Purchased Through Citigroup Global Markets Inc Swift External Ref#: 114904798020223 1,100,000 Par Value At 98.82569455 % 79490BS31	1,100,000.000	.00	- 1,087,082.64	1,087,082.64
Total Salisbury Receivables C P 5/03/23		1,100,000.000	.00	- 1,087,082.64	1,087,082.64

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 61 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
05/03/2023	Purchased 1,150,000 Par Value Of Salisbury Receivables C P 7/17/23 Trade Date 5/3/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 115416074050323 1,150,000 Par Value At 98.9043887 % 79490BUH7	1,150,000.000	.00	- 1,137,400.47	1,137,400.47
Total Salisbury Receivables C P 7/17/23		1,150,000.000	.00	- 1,137,400.47	1,137,400.47
01/20/2023	Purchased 850,000 Par Value Of Sheffield Receivables C P 4/10/23 Trade Date 1/20/23 Purchased Through Bny Capital Markets, Inc. Swift External Ref#: 114805716012023 850,000 Par Value At 98.99472235 % 82124MRA0	850,000.000	.00	- 841,455.14	841,455.14
Total Sheffield Receivables C P 4/10/23		850,000.000	.00	- 841,455.14	841,455.14
04/10/2023	Purchased 1,300,000 Par Value Of Sheffield Receivables C P 6/07/23 Trade Date 4/10/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115301201041023 1,300,000 Par Value At 99.20041692 % 82124MT75	1,300,000.000	.00	- 1,289,605.42	1,289,605.42
Total Sheffield Receivables C P 6/07/23		1,300,000.000	.00	- 1,289,605.42	1,289,605.42
06/07/2023	Purchased 1,400,000 Par Value Of Sheffield Receivables C P 7/06/23 Trade Date 6/7/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 115613742060723 1,400,000 Par Value At 99.594 % 82124MU65	1,400,000.000	.00	- 1,394,316.00	1,394,316.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 62 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Sheffield Receivables C P 7/06/23		1,400,000.000	.00	- 1,394,316.00	1,394,316.00
07/06/2023	Purchased 1,400,000 Par Value Of Sheffield Receivables C P 9/01/23 Trade Date 7/6/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115752175070623 1,400,000 Par Value At 99.15291643 % 82124MW14	1,400,000.000	.00	- 1,388,140.83	1,388,140.83
Total Sheffield Receivables C P 9/01/23		1,400,000.000	.00	- 1,388,140.83	1,388,140.83
09/01/2023	Purchased 1,400,000 Par Value Of Sheffield Receivables C P 11/01/23 Trade Date 9/1/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 116077961090123 1,400,000 Par Value At 99.14025 % 82124MY12	1,400,000.000	.00	- 1,387,963.50	1,387,963.50
Total Sheffield Receivables C P 11/01/23		1,400,000.000	.00	- 1,387,963.50	1,387,963.50
10/24/2022	Purchased 1,350,000 Par Value Of Sheffield Receivables C P 11/16/22 Trade Date 10/24/22 Purchased Through Bny Capital Markets, Inc. Swift External Ref#: 114313723102422 1,350,000 Par Value At 99.791 % 82124MLG3	1,350,000.000	.00	- 1,347,178.50	1,347,178.50
Total Sheffield Receivables C P 11/16/22		1,350,000.000	.00	- 1,347,178.50	1,347,178.50

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 63 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
12/12/2022	Purchased 1,350,000 Par Value Of Sumitomo Mitsui Tr Bk C P 4/06/23 Trade Date 12/12/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114603411121222 1,350,000 Par Value At 98.51166667 % 86563HR69	1,350,000.000	.00	- 1,329,907.50	1,329,907.50
Total Sumitomo Mitsui Tr Bk C P 4/06/23		1,350,000.000	.00	- 1,329,907.50	1,329,907.50
11/17/2022	Purchased 1,350,000 Par Value Of Sumitomo Mitsui Tr Bk C P 12/12/22 Trade Date 11/17/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114496175111722 1,350,000 Par Value At 99.74333333 % 86563HMC1	1,350,000.000	.00	- 1,346,535.00	1,346,535.00
Total Sumitomo Mitsui Tr Bk C P 12/12/22		1,350,000.000	.00	- 1,346,535.00	1,346,535.00
12/08/2022	Purchased 350,000 Par Value Of Versailles Coml Paper C P 4/17/23 Trade Date 12/8/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114588846120822 350,000 Par Value At 98.24861143 % 92512MRH4	350,000.000	.00	- 343,870.14	343,870.14
Total Versailles Coml Paper C P 4/17/23		350,000.000	.00	- 343,870.14	343,870.14
04/17/2023	Purchased 300,000 Par Value Of Versailles Coml Paper C P 6/07/23 Trade Date 4/17/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115337348041723 300,000 Par Value At 99.30555667 % 92512MT74	300,000.000	.00	- 297,916.67	297,916.67

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 64 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Versailles Coml Paper C P 6/07/23		300,000.000	.00	- 297,916.67	297,916.67
11/02/2022	Purchased 1,319,000 Par Value Of Victory Receivables C P 1/06/23 Trade Date 11/2/22 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114388401110222 1,319,000 Par Value At 99.21777786 % 92646LN63	1,319,000.000	.00	- 1,308,682.49	1,308,682.49
Total Victory Receivables C P 1/06/23		1,319,000.000	.00	- 1,308,682.49	1,308,682.49
01/06/2023	Purchased 1,300,000 Par Value Of Victory Receivables C P 3/20/23 Trade Date 1/6/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 114711734010623 1,300,000 Par Value At 99.06722231 % 92646LQL7	1,300,000.000	.00	- 1,287,873.89	1,287,873.89
Total Victory Receivables C P 3/20/23		1,300,000.000	.00	- 1,287,873.89	1,287,873.89
03/20/2023	Purchased 1,400,000 Par Value Of Victory Receivables C P 6/08/23 Trade Date 3/20/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115176806032023 1,400,000 Par Value At 98.86986143 % 92646LT83	1,400,000.000	.00	- 1,384,178.06	1,384,178.06
Total Victory Receivables C P 6/08/23		1,400,000.000	.00	- 1,384,178.06	1,384,178.06

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 65 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
06/08/2023	Purchased 1,460,000 Par Value Of Victory Receivables C P 11/07/23 Trade Date 6/8/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 115619863060823 1,460,000 Par Value At 97.74111096 % 92646LY79	1,460,000.000	.00	- 1,427,020.22	1,427,020.22
Total Victory Receivables C P 11/07/23		1,460,000.000	.00	- 1,427,020.22	1,427,020.22
Total Cash And Equivalents		157,765,620.180	.00	- 156,873,484.15	156,873,484.15
US Government Issues					
05/03/2023	Purchased 2,850,000 Par Value Of U S Treasury Nt 0.125% 1/15/24 Trade Date 5/3/23 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 115416608050323 2,850,000 Par Value At 96.77343754 % 91282CBE0	2,850,000.000	.00	- 2,758,042.97	2,758,042.97
Total U S Treasury Nt 0.125% 1/15/24		2,850,000.000	.00	- 2,758,042.97	2,758,042.97
10/07/2022	Purchased 1,800,000 Par Value Of U S Treasury Nt 0.125% 7/31/23 Trade Date 10/7/22 Purchased Through Citadel Securities LLC Swift External Ref#: 114219996100722 1,800,000 Par Value At 96.74218778 % 91282CCN9	1,800,000.000	.00	- 1,741,359.38	1,741,359.38
Total U S Treasury Nt 0.125% 7/31/23		1,800,000.000	.00	- 1,741,359.38	1,741,359.38

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 66 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
02/01/2023	Purchased 2,800,000 Par Value Of U S Treasury Nt 0.125% 9/15/23 Trade Date 2/1/23 Purchased Through Citadel Securities LLC Swift External Ref#: 114900108020123 2,800,000 Par Value At 97.2265625 % 91282CAK7	2,800,000.000	.00	- 2,722,343.75	2,722,343.75
Total U S Treasury Nt 0.125% 9/15/23		2,800,000.000	.00	- 2,722,343.75	2,722,343.75
09/05/2023	Purchased 3,000,000 Par Value Of U S Treasury Nt 0.375% 7/15/24 Trade Date 9/5/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 116083510090523 3,000,000 Par Value At 95.82031267 % 91282CCL3	3,000,000.000	.00	- 2,874,609.38	2,874,609.38
Total U S Treasury Nt 0.375% 7/15/24		3,000,000.000	.00	- 2,874,609.38	2,874,609.38
04/11/2023	Purchased 1,600,000 Par Value Of U S Treasury Nt 1.250% 8/31/24 Trade Date 4/11/23 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 115307152041123 1,600,000 Par Value At 95.79296875 % 912828YE4	1,600,000.000	.00	- 1,532,687.50	1,532,687.50
Total U S Treasury Nt 1.250% 8/31/24		1,600,000.000	.00	- 1,532,687.50	1,532,687.50
10/07/2022	Purchased 2,800,000 Par Value Of U S Treasury Nt 1.375% 8/31/23 Trade Date 10/7/22 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 114219980100722 2,800,000 Par Value At 97.4609375 % 912828D1	2,800,000.000	.00	- 2,728,906.25	2,728,906.25

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 67 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total U S Treasury Nt 1.375% 8/31/23		2,800,000.000	.00	- 2,728,906.25	2,728,906.25
03/01/2023	Purchased 3,000,000 Par Value Of U S Treasury Nt 1.500% 2/29/24 Trade Date 3/1/23 Purchased Through Citadel Securities LLC Swift External Ref#: 115062564030123 3,000,000 Par Value At 96.47656267 % 91282CEA5	3,000,000.000	.00	- 2,894,296.88	2,894,296.88
Total U S Treasury Nt 1.500% 2/29/24		3,000,000.000	.00	- 2,894,296.88	2,894,296.88
11/04/2022	Purchased 2,700,000 Par Value Of U S Treasury Nt 1.625% 10/31/23 Trade Date 11/4/22 Purchased Through Morgan Stanley & Co. LLC Swift External Ref#: 114405039110422 2,700,000 Par Value At 96.9648437 % 912828T91	2,700,000.000	.00	- 2,618,050.78	2,618,050.78
Total U S Treasury Nt 1.625% 10/31/23		2,700,000.000	.00	- 2,618,050.78	2,618,050.78
09/05/2023	Purchased 1,700,000 Par Value Of U S Treasury Nt 1.750% 6/30/24 Trade Date 9/5/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 116083539090523 1,700,000 Par Value At 97.08203118 % 9128286Z8	1,700,000.000	.00	- 1,650,394.53	1,650,394.53
Total U S Treasury Nt 1.750% 6/30/24		1,700,000.000	.00	- 1,650,394.53	1,650,394.53

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 68 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
03/01/2023	Purchased 3,000,000 Par Value Of U S Treasury Nt 2.125% 2/29/24 Trade Date 3/1/23 Purchased Through Citadel Securities LLC Swift External Ref#: 115062685030123 3,000,000 Par Value At 97.078125 % 912828W48	3,000,000.000	.00	- 2,912,343.75	2,912,343.75
Total U S Treasury Nt 2.125% 2/29/24		3,000,000.000	.00	- 2,912,343.75	2,912,343.75
05/31/2023	Purchased 3,000,000 Par Value Of U S Treasury Nt 2.125% 9/30/24 Trade Date 5/31/23 Purchased Through Nomura Securities Intl., Fixed Swift External Ref#: 115561046053123 3,000,000 Par Value At 96.5 % 912828Y5	3,000,000.000	.00	- 2,895,000.00	2,895,000.00
Total U S Treasury Nt 2.125% 9/30/24		3,000,000.000	.00	- 2,895,000.00	2,895,000.00
10/17/2022	Purchased 3,000,000 Par Value Of U S Treasury Nt 2.250% 1/31/24 Trade Date 10/17/22 Purchased Through Hsbc Securities, Inc. Swift External Ref#: 114277614101722 3,000,000 Par Value At 97.15234367 % 912828V80	3,000,000.000	.00	- 2,914,570.31	2,914,570.31
Total U S Treasury Nt 2.250% 1/31/24		3,000,000.000	.00	- 2,914,570.31	2,914,570.31
08/16/2023	Purchased 3,000,000 Par Value Of U S Treasury Nt 2.250% 4/30/24 Trade Date 8/16/23 Purchased Through Nomura Securities Intl., Fixed Swift External Ref#: 115999412081623 3,000,000 Par Value At 97.82421867 % 912828R6	3,000,000.000	.00	- 2,934,726.56	2,934,726.56

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 69 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total U S Treasury Nt 2.250% 4/30/24		3,000,000.000	.00	- 2,934,726.56	2,934,726.56
08/18/2023	Purchased 3,150,000 Par Value Of U S Treasury Nt 2.250% 11/15/24 Trade Date 8/18/23 Purchased Through Mitsubishi Ufj Securities (USA) Swift External Ref#: 116008574081823 3,150,000 Par Value At 96.38671873 % 912828G38	3,150,000.000	.00	- 3,036,181.64	3,036,181.64
Total U S Treasury Nt 2.250% 11/15/24		3,150,000.000	.00	- 3,036,181.64	3,036,181.64
05/31/2023	Purchased 2,250,000 Par Value Of U S Treasury Nt 2.500% 4/30/24 Trade Date 5/31/23 Purchased Through Hsbc Securities, Inc. Swift External Ref#: 115561068053123 2,250,000 Par Value At 97.53906267 % 91282CEK3	2,250,000.000	.00	- 2,194,628.91	2,194,628.91
Total U S Treasury Nt 2.500% 4/30/24		2,250,000.000	.00	- 2,194,628.91	2,194,628.91
11/04/2022	Purchased 1,600,000 Par Value Of U S Treasury Nt 2.500% 8/15/23 Trade Date 11/4/22 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 114405090110422 1,600,000 Par Value At 98.31640625 % 912828VS6	1,600,000.000	.00	- 1,573,062.50	1,573,062.50
Total U S Treasury Nt 2.500% 8/15/23		1,600,000.000	.00	- 1,573,062.50	1,573,062.50

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 70 of 133
Period from October 1, 2022 to September 30, 2023

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
12/08/2022	Purchased 2,400,000 Par Value Of U S Treasury Nt 2.750% 7/31/23 Trade Date 12/8/22 Purchased Through Rbs Securities Inc. Swift External Ref#: 114588962120822 2,400,000 Par Value At 98.8359375 % 912828Y61	2,400,000.000	.00	- 2,372,062.50	2,372,062.50
Total U S Treasury Nt 2.750% 7/31/23		2,400,000.000	.00	- 2,372,062.50	2,372,062.50
Total Government Issues		43,650,000.000	.00	- 42,353,267.59	42,353,267.59
Total Purchases		201,415,620.180	.00	- 199,226,751.74	199,226,751.74

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 71 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
10/03/2022	Sold 1,341,968.63 Units Of Allspring Treas Plus Mm Inst Trade Date 10/3/22 94975H296	- 1,341,968.630	.00	1,341,968.63	- 1,341,968.63	.00
10/11/2022	Sold 4,721,784.06 Units Of Allspring Treas Plus Mm Inst Trade Date 10/11/22 94975H296	- 4,721,784.060	.00	4,721,784.06	- 4,721,784.06	.00
10/18/2022	Sold 3,264,087.8 Units Of Allspring Treas Plus Mm Inst Trade Date 10/18/22 94975H296	- 3,264,087.800	.00	3,264,087.80	- 3,264,087.80	.00
10/19/2022	Sold 986,700 Units Of Allspring Treas Plus Mm Inst Trade Date 10/19/22 94975H296	- 986,700.000	.00	986,700.00	- 986,700.00	.00
10/25/2022	Sold 1,347,859.11 Units Of Allspring Treas Plus Mm Inst Trade Date 10/25/22 94975H296	- 1,347,859.110	.00	1,347,859.11	- 1,347,859.11	.00
11/03/2022	Sold 1,308,682.49 Units Of Allspring Treas Plus Mm Inst Trade Date 11/3/22 94975H296	- 1,308,682.490	.00	1,308,682.49	- 1,308,682.49	.00
11/07/2022	Sold 4,201,092.12 Units Of Allspring Treas Plus Mm Inst Trade Date 11/7/22 94975H296	- 4,201,092.120	.00	4,201,092.12	- 4,201,092.12	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 72 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/18/2022	Sold 1,346,535 Units Of Allspring Treas Plus Mm Inst Trade Date 11/18/22 94975H296	- 1,346,535.000	.00	1,346,535.00	- 1,346,535.00	.00
11/18/2022	Sold 1,279,293.89 Units Of Allspring Treas Plus Mm Inst Trade Date 11/18/22 94975H296	- 1,279,293.890	.00	1,279,293.89	- 1,279,293.89	.00
11/29/2022	Sold 1,436,993.75 Units Of Allspring Treas Plus Mm Inst Trade Date 11/29/22 94975H296	- 1,436,993.750	.00	1,436,993.75	- 1,436,993.75	.00
12/06/2022	Sold 1,025,411.83 Units Of Allspring Treas Plus Mm Inst Trade Date 12/6/22 94975H296	- 1,025,411.830	.00	1,025,411.83	- 1,025,411.83	.00
12/07/2022	Sold 1,334,302.5 Units Of Allspring Treas Plus Mm Inst Trade Date 12/7/22 94975H296	- 1,334,302.500	.00	1,334,302.50	- 1,334,302.50	.00
12/08/2022	Sold 2,739,247.86 Units Of Allspring Treas Plus Mm Inst Trade Date 12/8/22 94975H296	- 2,739,247.860	.00	2,739,247.86	- 2,739,247.86	.00
12/13/2022	Sold 1,329,907.5 Units Of Allspring Treas Plus Mm Inst Trade Date 12/13/22 94975H296	- 1,329,907.500	.00	1,329,907.50	- 1,329,907.50	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 73 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/27/2022	Sold 683.85 Units Of Allspring Treas Plus Mm Inst Trade Date 12/27/22 94975H296	- 683.850	.00	683.85	- 683.85	.00
01/05/2023	Sold 1,041,808.25 Units Of Allspring Treas Plus Mm Inst Trade Date 1/5/23 94975H296	- 1,041,808.250	.00	1,041,808.25	- 1,041,808.25	.00
01/06/2023	Sold 1,287,873.89 Units Of Allspring Treas Plus Mm Inst Trade Date 1/6/23 94975H296	- 1,287,873.890	.00	1,287,873.89	- 1,287,873.89	.00
01/18/2023	Sold 1,334,313.75 Units Of Allspring Treas Plus Mm Inst Trade Date 1/18/23 94975H296	- 1,334,313.750	.00	1,334,313.75	- 1,334,313.75	.00
01/23/2023	Sold 841,455.14 Units Of Allspring Treas Plus Mm Inst Trade Date 1/23/23 94975H296	- 841,455.140	.00	841,455.14	- 841,455.14	.00
01/24/2023	Sold 1,323,068.25 Units Of Allspring Treas Plus Mm Inst Trade Date 1/24/23 94975H296	- 1,323,068.250	.00	1,323,068.25	- 1,323,068.25	.00
01/25/2023	Sold 685.57 Units Of Allspring Treas Plus Mm Inst Trade Date 1/25/23 94975H296	- 685.570	.00	685.57	- 685.57	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 74 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
02/02/2023	Sold 2,616,008.08 Units Of Allspring Treas Plus Mm Inst Trade Date 2/2/23 94975H296	- 2,616,008.080	.00	2,616,008.08	- 2,616,008.08	.00
02/03/2023	Sold 837,082.64 Units Of Allspring Treas Plus Mm Inst Trade Date 2/3/23 94975H296	- 837,082.640	.00	837,082.64	- 837,082.64	.00
02/06/2023	Sold 244,252.5 Units Of Allspring Treas Plus Mm Inst Trade Date 2/6/23 94975H296	- 244,252.500	.00	244,252.50	- 244,252.50	.00
02/16/2023	Sold 1,334,974.5 Units Of Allspring Treas Plus Mm Inst Trade Date 2/16/23 94975H296	- 1,334,974.500	.00	1,334,974.50	- 1,334,974.50	.00
02/27/2023	Sold 390,966.11 Units Of Allspring Treas Plus Mm Inst Trade Date 2/27/23 94975H296	- 390,966.110	.00	390,966.11	- 390,966.11	.00
03/01/2023	Sold 6,782,764.2 Units Of Allspring Treas Plus Mm Inst Trade Date 3/1/23 94975H296	- 6,782,764.200	.00	6,782,764.20	- 6,782,764.20	.00
03/09/2023	Sold 2,761,864 Units Of Allspring Treas Plus Mm Inst Trade Date 3/9/23 94975H296	- 2,761,864.000	.00	2,761,864.00	- 2,761,864.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 75 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/21/2023	Sold 1,384,178.06 Units Of Allspring Treas Plus Mm Inst Trade Date 3/21/23 94975H296	- 1,384,178.060	.00	1,384,178.06	- 1,384,178.06	.00
03/27/2023	Sold 690.85 Units Of Allspring Treas Plus Mm Inst Trade Date 3/27/23 94975H296	- 690.850	.00	690.85	- 690.85	.00
04/06/2023	Sold 1,381,774.72 Units Of Allspring Treas Plus Mm Inst Trade Date 4/6/23 94975H296	- 1,381,774.720	.00	1,381,774.72	- 1,381,774.72	.00
04/10/2023	Sold 1,916,200.5 Units Of Allspring Treas Plus Mm Inst Trade Date 4/10/23 94975H296	- 1,916,200.500	.00	1,916,200.50	- 1,916,200.50	.00
04/11/2023	Sold 1,289,605.42 Units Of Allspring Treas Plus Mm Inst Trade Date 4/11/23 94975H296	- 1,289,605.420	.00	1,289,605.42	- 1,289,605.42	.00
04/12/2023	Sold 1,535,024.46 Units Of Allspring Treas Plus Mm Inst Trade Date 4/12/23 94975H296	- 1,535,024.460	.00	1,535,024.46	- 1,535,024.46	.00
04/18/2023	Sold 1,678,098.89 Units Of Allspring Treas Plus Mm Inst Trade Date 4/18/23 94975H296	- 1,678,098.890	.00	1,678,098.89	- 1,678,098.89	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 76 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
04/27/2023	Sold 1,367,741.67 Units Of Allspring Treas Plus Mm Inst Trade Date 4/27/23 94975H296	- 1,367,741.670	.00	1,367,741.67	- 1,367,741.67	.00
05/04/2023	Sold 3,896,516.13 Units Of Allspring Treas Plus Mm Inst Trade Date 5/4/23 94975H296	- 3,896,516.130	.00	3,896,516.13	- 3,896,516.13	.00
05/11/2023	Sold 1,376,112.5 Units Of Allspring Treas Plus Mm Inst Trade Date 5/11/23 94975H296	- 1,376,112.500	.00	1,376,112.50	- 1,376,112.50	.00
05/25/2023	Sold 696.15 Units Of Allspring Treas Plus Mm Inst Trade Date 5/25/23 94975H296	- 696.150	.00	696.15	- 696.15	.00
06/01/2023	Sold 5,105,319.39 Units Of Allspring Treas Plus Mm Inst Trade Date 6/1/23 94975H296	- 5,105,319.390	.00	5,105,319.39	- 5,105,319.39	.00
06/08/2023	Sold 1,427,020.22 Units Of Allspring Treas Plus Mm Inst Trade Date 6/8/23 94975H296	- 1,427,020.220	.00	1,427,020.22	- 1,427,020.22	.00
06/23/2023	Sold 698.92 Units Of Allspring Treas Plus Mm Inst Trade Date 6/23/23 94975H296	- 698.920	.00	698.92	- 698.92	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 77 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
07/06/2023	Sold 5,510,730.94 Units Of Allspring Treas Plus Mm Inst Trade Date 7/6/23 94975H296	- 5,510,730.940	.00	5,510,730.94	- 5,510,730.94	.00
07/17/2023	Sold 987,888.89 Units Of Allspring Treas Plus Mm Inst Trade Date 7/17/23 94975H296	- 987,888.890	.00	987,888.89	- 987,888.89	.00
07/18/2023	Sold 1,380,750 Units Of Allspring Treas Plus Mm Inst Trade Date 7/18/23 94975H296	- 1,380,750.000	.00	1,380,750.00	- 1,380,750.00	.00
08/04/2023	Sold 1,384,584.83 Units Of Allspring Treas Plus Mm Inst Trade Date 8/4/23 94975H296	- 1,384,584.830	.00	1,384,584.83	- 1,384,584.83	.00
08/08/2023	Sold 1,395,899.69 Units Of Allspring Treas Plus Mm Inst Trade Date 8/8/23 94975H296	- 1,395,899.690	.00	1,395,899.69	- 1,395,899.69	.00
08/17/2023	Sold 3,928,353.1 Units Of Allspring Treas Plus Mm Inst Trade Date 8/17/23 94975H296	- 3,928,353.100	.00	3,928,353.10	- 3,928,353.10	.00
08/21/2023	Sold 2,055,055.96 Units Of Allspring Treas Plus Mm Inst Trade Date 8/21/23 94975H296	- 2,055,055.960	.00	2,055,055.96	- 2,055,055.96	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 78 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/25/2023	Sold 704.16 Units Of Allspring Treas Plus Mm Inst Trade Date 8/25/23 94975H296	- 704.160	.00	704.16	- 704.16	.00
08/29/2023	Sold 973,272.22 Units Of Allspring Treas Plus Mm Inst Trade Date 8/29/23 94975H296	- 973,272.220	.00	973,272.22	- 973,272.22	.00
09/05/2023	Sold 2,812,638.31 Units Of Allspring Treas Plus Mm Inst Trade Date 9/5/23 94975H296	- 2,812,638.310	.00	2,812,638.31	- 2,812,638.31	.00
09/06/2023	Sold 4,532,121.43 Units Of Allspring Treas Plus Mm Inst Trade Date 9/6/23 94975H296	- 4,532,121.430	.00	4,532,121.43	- 4,532,121.43	.00
09/25/2023	Sold 707.42 Units Of Allspring Treas Plus Mm Inst Trade Date 9/25/23 94975H296	- 707.420	.00	707.42	- 707.42	.00
09/29/2023	Sold 2,993,766 Units Of Allspring Treas Plus Mm Inst Trade Date 9/29/23 94975H296	- 2,993,766.000	.00	2,993,766.00	- 2,993,766.00	.00
Total Allspring Treas Plus Mm Inst		- 98,777,818.100	.00	98,777,818.10	- 98,777,818.10	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 79 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
01/04/2023	Matured 1,050,000 Par Value Of Anglesea Fdg Plc C P 1/04/23 Trade Date 1/4/23 1,050,000 Par Value At 100 % 0347M3N42	- 1,050,000.000	.00	1,046,430.58	- 1,046,430.58	.00
Total Anglesea Fdg Plc C P	1/04/23	- 1,050,000.000	.00	1,046,430.58	- 1,046,430.58	.00
03/08/2023	Matured 1,050,000 Par Value Of Anglesea Fdg Plc C P 3/08/23 Trade Date 3/8/23 1,050,000 Par Value At 100 % 0347M3Q80	- 1,050,000.000	.00	1,041,808.25	- 1,041,808.25	.00
Total Anglesea Fdg Plc C P	3/08/23	- 1,050,000.000	.00	1,041,808.25	- 1,041,808.25	.00
08/03/2023	Matured 1,400,000 Par Value Of Anglesea Fdg Plc C P 8/03/23 Trade Date 8/3/23 1,400,000 Par Value At 100 % 0347M3V35	- 1,400,000.000	.00	1,370,730.67	- 1,370,730.67	.00
Total Anglesea Fdg Plc C P	8/03/23	- 1,400,000.000	.00	1,370,730.67	- 1,370,730.67	.00
10/03/2022	Matured 1,350,000 Par Value Of Anglesea Fdg Plc C P 10/03/22 Trade Date 10/3/22 1,350,000 Par Value At 100 % 0347M3K37	- 1,350,000.000	.00	1,346,844.38	- 1,346,844.38	.00
Total Anglesea Fdg Plc C P	10/03/22	- 1,350,000.000	.00	1,346,844.38	- 1,346,844.38	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 80 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/01/2022	Matured 1,350,000 Par Value Of Anglesea Fdg Plc C P 12/01/22 Trade Date 12/1/22 1,350,000 Par Value At 100 % 0347M3M19	- 1,350,000.000	.00	1,341,968.63	- 1,341,968.63	.00
Total Anglesea Fdg Plc C P 12/01/22		- 1,350,000.000	.00	1,341,968.63	- 1,341,968.63	.00
07/06/2023	Matured 1,400,000 Par Value Of Arkansas Elec Coop Corp C P 7/06/23 Trade Date 7/6/23 1,400,000 Par Value At 100 % 04085NU64	- 1,400,000.000	.00	1,383,117.17	- 1,383,117.17	.00
Total Arkansas Elec Coop Corp C P 7/06/23		- 1,400,000.000	.00	1,383,117.17	- 1,383,117.17	.00
03/08/2023	Matured 1,350,000 Par Value Of Atlantic Asset C P 3/08/23 Trade Date 3/8/23 1,350,000 Par Value At 100 % 04821UQ88	- 1,350,000.000	.00	1,334,302.50	- 1,334,302.50	.00
Total Atlantic Asset C P 3/08/23		- 1,350,000.000	.00	1,334,302.50	- 1,334,302.50	.00
04/26/2023	Matured 1,400,000 Par Value Of Atlantic Asset C P 4/26/23 Trade Date 4/26/23 1,400,000 Par Value At 100 % 04821URS3	- 1,400,000.000	.00	1,391,133.33	- 1,391,133.33	.00
Total Atlantic Asset C P 4/26/23		- 1,400,000.000	.00	1,391,133.33	- 1,391,133.33	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 81 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/06/2022	Matured 1,350,000 Par Value Of Atlantic Asset C P 12/06/22 Trade Date 12/6/22 1,350,000 Par Value At 100 % 04821UM66	- 1,350,000.000	.00	1,339,605.00	- 1,339,605.00	.00
Total Atlantic Asset C P 12/06/22		- 1,350,000.000	.00	1,339,605.00	- 1,339,605.00	.00
01/09/2023	Matured 1,100,000 Par Value Of Cafco LLC Disc Coml C P 1/09/23 Trade Date 1/9/23 1,100,000 Par Value At 100 % 1247P3N99	- 1,100,000.000	.00	1,087,765.56	- 1,087,765.56	.00
Total Cafco LLC Disc Coml C P 1/09/23		- 1,100,000.000	.00	1,087,765.56	- 1,087,765.56	.00
12/08/2022	Matured 300,000 Par Value Of Cafco LLC Disc Coml C P 12/08/22 Trade Date 12/8/22 300,000 Par Value At 100 % 1247P3M82	- 300,000.000	.00	297,534.58	- 297,534.58	.00
Total Cafco LLC Disc Coml C P 12/08/22		- 300,000.000	.00	297,534.58	- 297,534.58	.00
11/17/2022	Matured 1,350,000 Par Value Of Crown Pt Cap Co LLC C P 11/17/22 Trade Date 11/17/22 1,350,000 Par Value At 100 % 2284K1LH4	- 1,350,000.000	.00	1,335,757.50	- 1,335,757.50	.00
Total Crown Pt Cap Co LLC C P 11/17/22		- 1,350,000.000	.00	1,335,757.50	- 1,335,757.50	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 82 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
07/27/2023	Matured 250,000 Par Value Of Dbs Bank Ltd C P 7/27/23 Trade Date 7/27/23 250,000 Par Value At 100 % 23305EUT8	- 250,000.000	.00	244,252.50	- 244,252.50	.00
Total Dbs Bank Ltd C P 7/27/23		- 250,000.000	.00	244,252.50	- 244,252.50	.00
03/01/2023	Matured 1,000,000 Par Value Of Dbs Bk Ltd Singapore C P 3/01/23 Trade Date 3/1/23 1,000,000 Par Value At 100 % 23305EQ14	- 1,000,000.000	.00	982,155.56	- 982,155.56	.00
Total Dbs Bk Ltd Singapore C P 3/01/23		- 1,000,000.000	.00	982,155.56	- 982,155.56	.00
08/21/2023	Matured 1,000,000 Par Value Of Dbs Bk Ltd Singapore C P 8/21/23 Trade Date 8/21/23 1,000,000 Par Value At 100 % 23305EVM2	- 1,000,000.000	.00	975,828.06	- 975,828.06	.00
Total Dbs Bk Ltd Singapore C P 8/21/23		- 1,000,000.000	.00	975,828.06	- 975,828.06	.00
03/20/2023	Matured 1,300,000 Par Value Of Dz Bank Ag Deutsche Z C P 3/20/23 Trade Date 3/20/23 1,300,000 Par Value At 100 % 23343WQL4	- 1,300,000.000	.00	1,279,293.89	- 1,279,293.89	.00
Total Dz Bank Ag Deutsche Z C P 3/20/23		- 1,300,000.000	.00	1,279,293.89	- 1,279,293.89	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 83 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
01/18/2023	Matured 1,350,000 Par Value Of Gotham Fdg Corp Disc C P 1/18/23 Trade Date 1/18/23 1,350,000 Par Value At 100 % 38346MNJ9	- 1,350,000.000	.00	1,335,027.00	- 1,335,027.00	.00
Total Gotham Fdg Corp Disc C P 1/18/23		- 1,350,000.000	.00	1,335,027.00	- 1,335,027.00	.00
04/17/2023	Matured 1,350,000 Par Value Of Gotham Fdg Corp Disc C P 4/17/23 Trade Date 4/17/23 1,350,000 Par Value At 100 % 38346MRH9	- 1,350,000.000	.00	1,334,313.75	- 1,334,313.75	.00
Total Gotham Fdg Corp Disc C P 4/17/23		- 1,350,000.000	.00	1,334,313.75	- 1,334,313.75	.00
07/25/2023	Matured 1,400,000 Par Value Of Gotham Fdg Corp Disc C P 7/25/23 Trade Date 7/25/23 1,400,000 Par Value At 100 % 38346MUR3	- 1,400,000.000	.00	1,380,182.22	- 1,380,182.22	.00
Total Gotham Fdg Corp Disc C P 7/25/23		- 1,400,000.000	.00	1,380,182.22	- 1,380,182.22	.00
02/03/2023	Matured 250,000 Par Value Of Jupiter Securitization C P 2/03/23 Trade Date 2/3/23 250,000 Par Value At 100 % 4820P3P31	- 250,000.000	.00	246,717.71	- 246,717.71	.00
Total Jupiter Securitization C P 2/03/23		- 250,000.000	.00	246,717.71	- 246,717.71	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 84 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/02/2022	Matured 1,350,000 Par Value Of Lexington Parker Cap Co C P 11/02/22 Trade Date 11/2/22 1,350,000 Par Value At 100 % 52953BL27	- 1,350,000.000	.00	1,340,381.25	- 1,340,381.25	.00
Total Lexington Parker Cap Co C P 11/02/22		- 1,350,000.000	.00	1,340,381.25	- 1,340,381.25	.00
02/01/2023	Matured 1,000,000 Par Value Of Lma S A Lma Amers LLC C P 2/01/23 Trade Date 2/1/23 1,000,000 Par Value At 100 % 53944RP10	- 1,000,000.000	.00	986,700.00	- 986,700.00	.00
Total Lma S A Lma Amers LLC C P 2/01/23		- 1,000,000.000	.00	986,700.00	- 986,700.00	.00
08/07/2023	Matured 400,000 Par Value Of Lma S A Lma Amers LLC C P 8/07/23 Trade Date 8/7/23 400,000 Par Value At 100 % 53944RV70	- 400,000.000	.00	390,966.11	- 390,966.11	.00
Total Lma S A Lma Amers LLC C P 8/07/23		- 400,000.000	.00	390,966.11	- 390,966.11	.00
10/18/2022	Matured 1,000,000 Par Value Of Lma S A Lma Amers LLC C P 10/18/22 Trade Date 10/18/22 1,000,000 Par Value At 100 % 53944RKJ6	- 1,000,000.000	.00	996,280.00	- 996,280.00	.00
Total Lma S A Lma Amers LLC C P 10/18/22		- 1,000,000.000	.00	996,280.00	- 996,280.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 85 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
02/27/2023	Matured 350,000 Par Value Of Lma S A C P 2/27/23 Trade Date 2/27/23 350,000 Par Value At 100 % 53944RPT9	- 350,000.000	.00	345,931.25	- 345,931.25	.00
Total Lma S A C P 2/27/23		- 350,000.000	.00	345,931.25	- 345,931.25	.00
03/08/2023	Matured 1,000,000 Par Value Of Lma S A Lma Amers LLC C P 3/08/23 Trade Date 3/8/23 1,000,000 Par Value At 100 % 53944RQ84	- 1,000,000.000	.00	995,702.78	- 995,702.78	.00
Total Lma S A Lma Amers LLC C P 3/08/23		- 1,000,000.000	.00	995,702.78	- 995,702.78	.00
04/03/2023	Matured 1,350,000 Par Value Of MacQuarie Bk Ltd Disc C P 4/03/23 Trade Date 4/3/23 1,350,000 Par Value At 100 % 55607LR30	- 1,350,000.000	.00	1,328,981.25	- 1,328,981.25	.00
Total MacQuarie Bk Ltd Disc C P 4/03/23		- 1,350,000.000	.00	1,328,981.25	- 1,328,981.25	.00
10/24/2022	Matured 1,350,000 Par Value Of MacQuarie Bk Ltd Disc C P 10/24/22 Trade Date 10/24/22 1,350,000 Par Value At 100 % 55607LKQ6	- 1,350,000.000	.00	1,340,550.00	- 1,340,550.00	.00
Total MacQuarie Bk Ltd Disc C P 10/24/22		- 1,350,000.000	.00	1,340,550.00	- 1,340,550.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 86 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
07/06/2023	Matured 1,400,000 Par Value Of Manhattan Asset Fdg Co C P 7/06/23 Trade Date 7/6/23 1,400,000 Par Value At 100 % 56274MU67	- 1,400,000.000	.00	1,381,774.72	- 1,381,774.72	.00
Total Manhattan Asset Fdg Co C P 7/06/23		- 1,400,000.000	.00	1,381,774.72	- 1,381,774.72	.00
01/17/2023	Matured 1,000,000 Par Value Of Mont Blanc Cap Corp C P 1/17/23 Trade Date 1/17/23 1,000,000 Par Value At 100 % 6117P5NH6	- 1,000,000.000	.00	987,400.00	- 987,400.00	.00
Total Mont Blanc Cap Corp C P 1/17/23		- 1,000,000.000	.00	987,400.00	- 987,400.00	.00
02/15/2023	Matured 1,350,000 Par Value Of Mont Blanc Cap Corp C P 2/15/23 Trade Date 2/15/23 1,350,000 Par Value At 100 % 6117P5PF8	- 1,350,000.000	.00	1,345,275.00	- 1,345,275.00	.00
Total Mont Blanc Cap Corp C P 2/15/23		- 1,350,000.000	.00	1,345,275.00	- 1,345,275.00	.00
05/11/2023	Matured 1,350,000 Par Value Of Mont Blanc Cap Corp C P 5/11/23 Trade Date 5/11/23 1,350,000 Par Value At 100 % 6117P5SB4	- 1,350,000.000	.00	1,334,974.50	- 1,334,974.50	.00
Total Mont Blanc Cap Corp C P 5/11/23		- 1,350,000.000	.00	1,334,974.50	- 1,334,974.50	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 87 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
09/05/2023	Matured 1,400,000 Par Value Of Mont Blanc Cap Corp C P 9/05/23 Trade Date 9/5/23 1,400,000 Par Value At 100 % 6117P5W52	- 1,400,000.000	.00	1,376,112.50	- 1,376,112.50	.00
Total Mont Blanc Cap Corp C P 9/05/23		- 1,400,000.000	.00	1,376,112.50	- 1,376,112.50	.00
10/17/2022	Matured 1,350,000 Par Value Of Mountcliff Fdg LLC Disc C P 10/17/22 Trade Date 10/17/22 1,350,000 Par Value At 100 % 62455BKH7	- 1,350,000.000	.00	1,347,806.25	- 1,347,806.25	.00
Total Mountcliff Fdg LLC Disc C P 10/17/22		- 1,350,000.000	.00	1,347,806.25	- 1,347,806.25	.00
07/06/2023	Matured 1,400,000 Par Value Of National Secs Clearing C P 7/6/2023 Trade Date 7/6/23 1,400,000 Par Value At 100 % 63763QU62	- 1,400,000.000	.00	1,383,083.33	- 1,383,083.33	.00
Total National Secs Clearing C P 7/6/2023		- 1,400,000.000	.00	1,383,083.33	- 1,383,083.33	.00
01/24/2023	Matured 1,350,000 Par Value Of Old Line Fdg LLC Disc C P 1/24/23 Trade Date 1/24/23 1,350,000 Par Value At 100 % 67983UNQ2	- 1,350,000.000	.00	1,331,784.38	- 1,331,784.38	.00
Total Old Line Fdg LLC Disc C P 1/24/23		- 1,350,000.000	.00	1,331,784.38	- 1,331,784.38	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 88 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
06/22/2023	Matured 1,350,000 Par Value Of Old Line Funding LLC C P 6/22/23 Trade Date 6/22/23 1,350,000 Par Value At 100 % 67983UTN3	- 1,350,000.000	.00	1,323,068.25	- 1,323,068.25	.00
Total Old Line Funding LLC C P 6/22/23		- 1,350,000.000	.00	1,323,068.25	- 1,323,068.25	.00
02/02/2023	Matured 1,100,000 Par Value Of Salisbury Receivables C P 2/02/23 Trade Date 2/2/23 1,100,000 Par Value At 100 % 79490BP26	- 1,100,000.000	.00	1,091,062.50	- 1,091,062.50	.00
Total Salisbury Receivables C P 2/02/23		- 1,100,000.000	.00	1,091,062.50	- 1,091,062.50	.00
05/03/2023	Matured 1,100,000 Par Value Of Salisbury Receivables C P 5/03/23 Trade Date 5/3/23 1,100,000 Par Value At 100 % 79490BS31	- 1,100,000.000	.00	1,087,082.64	- 1,087,082.64	.00
Total Salisbury Receivables C P 5/03/23		- 1,100,000.000	.00	1,087,082.64	- 1,087,082.64	.00
07/17/2023	Matured 1,150,000 Par Value Of Salisbury Receivables C P 7/17/23 Trade Date 7/17/23 1,150,000 Par Value At 100 % 79490BUH7	- 1,150,000.000	.00	1,137,400.47	- 1,137,400.47	.00
Total Salisbury Receivables C P 7/17/23		- 1,150,000.000	.00	1,137,400.47	- 1,137,400.47	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 89 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
11/28/2022	Matured 1,350,000 Par Value Of Salisbury Receivables C P 11/28/22 Trade Date 11/28/22 1,350,000 Par Value At 100 % 79490BLU8	- 1,350,000.000	.00	1,339,587.00	- 1,339,587.00	.00
Total Salisbury Receivables C P 11/28/22		- 1,350,000.000	.00	1,339,587.00	- 1,339,587.00	.00
04/10/2023	Matured 850,000 Par Value Of Sheffield Receivables C P 4/10/23 Trade Date 4/10/23 850,000 Par Value At 100 % 82124MRA0	- 850,000.000	.00	841,455.14	- 841,455.14	.00
Total Sheffield Receivables C P 4/10/23		- 850,000.000	.00	841,455.14	- 841,455.14	.00
06/07/2023	Matured 1,300,000 Par Value Of Sheffield Receivables C P 6/07/23 Trade Date 6/7/23 1,300,000 Par Value At 100 % 82124MT75	- 1,300,000.000	.00	1,289,605.42	- 1,289,605.42	.00
Total Sheffield Receivables C P 6/07/23		- 1,300,000.000	.00	1,289,605.42	- 1,289,605.42	.00
07/06/2023	Matured 1,400,000 Par Value Of Sheffield Receivables C P 7/06/23 Trade Date 7/6/23 1,400,000 Par Value At 100 % 82124MU65	- 1,400,000.000	.00	1,394,316.00	- 1,394,316.00	.00
Total Sheffield Receivables C P 7/06/23		- 1,400,000.000	.00	1,394,316.00	- 1,394,316.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 90 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
09/01/2023	Matured 1,400,000 Par Value Of Sheffield Receivables C P 9/01/23 Trade Date 9/1/23 1,400,000 Par Value At 100 % 82124MW14	- 1,400,000.000	.00	1,388,140.83	- 1,388,140.83	.00
Total Sheffield Receivables C P 9/01/23		- 1,400,000.000	.00	1,388,140.83	- 1,388,140.83	.00
11/16/2022	Matured 1,350,000 Par Value Of Sheffield Receivables C P 11/16/22 Trade Date 11/16/22 1,350,000 Par Value At 100 % 82124MLG3	- 1,350,000.000	.00	1,347,178.50	- 1,347,178.50	.00
Total Sheffield Receivables C P 11/16/22		- 1,350,000.000	.00	1,347,178.50	- 1,347,178.50	.00
04/06/2023	Matured 1,350,000 Par Value Of Sumitomo Mitsui Tr Bk C P 4/06/23 Trade Date 4/6/23 1,350,000 Par Value At 100 % 86563HR69	- 1,350,000.000	.00	1,329,907.50	- 1,329,907.50	.00
Total Sumitomo Mitsui Tr Bk C P 4/06/23		- 1,350,000.000	.00	1,329,907.50	- 1,329,907.50	.00
12/12/2022	Matured 1,350,000 Par Value Of Sumitomo Mitsui Tr Bk C P 12/12/22 Trade Date 12/12/22 1,350,000 Par Value At 100 % 86563HMC1	- 1,350,000.000	.00	1,346,535.00	- 1,346,535.00	.00
Total Sumitomo Mitsui Tr Bk C P 12/12/22		- 1,350,000.000	.00	1,346,535.00	- 1,346,535.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 91 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
04/17/2023	Matured 350,000 Par Value Of Versailles Coml Paper C P 4/17/23 Trade Date 4/17/23 350,000 Par Value At 100 % 92512MRH4	- 350,000.000	.00	343,870.14	- 343,870.14	.00
Total Versailles Coml Paper C P 4/17/23		- 350,000.000	.00	343,870.14	- 343,870.14	.00
06/07/2023	Matured 300,000 Par Value Of Versailles Coml Paper C P 6/07/23 Trade Date 6/7/23 300,000 Par Value At 100 % 92512MT74	- 300,000.000	.00	297,916.67	- 297,916.67	.00
Total Versailles Coml Paper C P 6/07/23		- 300,000.000	.00	297,916.67	- 297,916.67	.00
11/02/2022	Matured 1,000,000 Par Value Of Versailles Coml Paper C P 11/02/22 Trade Date 11/2/22 1,000,000 Par Value At 100 % 92512ML23	- 1,000,000.000	.00	993,191.67	- 993,191.67	.00
Total Versailles Coml Paper C P 11/02/22		- 1,000,000.000	.00	993,191.67	- 993,191.67	.00
01/06/2023	Matured 1,319,000 Par Value Of Victory Receivables C P 1/06/23 Trade Date 1/6/23 1,319,000 Par Value At 100 % 92646LN63	- 1,319,000.000	.00	1,308,682.49	- 1,308,682.49	.00
Total Victory Receivables C P 1/06/23		- 1,319,000.000	.00	1,308,682.49	- 1,308,682.49	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 92 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/20/2023	Matured 1,300,000 Par Value Of Victory Receivables C P 3/20/23 Trade Date 3/20/23 1,300,000 Par Value At 100 % 92646LQL7	- 1,300,000.000	.00	1,287,873.89	- 1,287,873.89	.00
Total Victory Receivables C P 3/20/23		- 1,300,000.000	.00	1,287,873.89	- 1,287,873.89	.00
06/08/2023	Matured 1,400,000 Par Value Of Victory Receivables C P 6/08/23 Trade Date 6/8/23 1,400,000 Par Value At 100 % 92646LT83	- 1,400,000.000	.00	1,384,178.06	- 1,384,178.06	.00
Total Victory Receivables C P 6/08/23		- 1,400,000.000	.00	1,384,178.06	- 1,384,178.06	.00
Total Cash And Equivalents		- 160,246,818.100	.00	159,617,342.43	- 159,617,342.43	.00
US Government Issues						
02/28/2023	Matured 2,700,000 Par Value Of U S Treasury Nt 0.125% 2/28/23 Trade Date 2/28/23 2,700,000 Par Value At 100 % 91282CBN0	- 2,700,000.000	.00	2,700,000.00	- 2,700,210.94	- 210.94
Total U S Treasury Nt 0.125% 2/28/23		- 2,700,000.000	.00	2,700,000.00	- 2,700,210.94	- 210.94
07/31/2023	Matured 1,800,000 Par Value Of U S Treasury Nt 0.125% 7/31/23 Trade Date 7/31/23 1,800,000 Par Value At 100 % 91282CCN9	- 1,800,000.000	.00	1,800,000.00	- 1,741,359.38	58,640.62
Total U S Treasury Nt 0.125% 7/31/23		- 1,800,000.000	.00	1,800,000.00	- 1,741,359.38	58,640.62

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 93 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/31/2023	Matured 3,000,000 Par Value Of U S Treasury Nt 0.125% 8/31/23 Trade Date 8/31/23 3,000,000 Par Value At 100 % 91282CCU3	- 3,000,000.000	.00	3,000,000.00	- 2,901,562.50	98,437.50
Total U S Treasury Nt 0.125% 8/31/23		- 3,000,000.000	.00	3,000,000.00	- 2,901,562.50	98,437.50
09/15/2023	Matured 2,800,000 Par Value Of U S Treasury Nt 0.125% 9/15/23 Trade Date 9/15/23 2,800,000 Par Value At 100 % 91282CAK7	- 2,800,000.000	.00	2,800,000.00	- 2,722,343.75	77,656.25
Total U S Treasury Nt 0.125% 9/15/23		- 2,800,000.000	.00	2,800,000.00	- 2,722,343.75	77,656.25
10/31/2022	Matured 3,000,000 Par Value Of U S Treasury Nt 0.125% 10/31/22 Trade Date 10/31/22 3,000,000 Par Value At 100 % 91282CAR2	- 3,000,000.000	.00	3,000,000.00	- 3,000,468.75	- 468.75
Total U S Treasury Nt 0.125% 10/31/22		- 3,000,000.000	.00	3,000,000.00	- 3,000,468.75	- 468.75
11/30/2022	Matured 2,500,000 Par Value Of U S Treasury Nt 0.125% 11/30/22 Trade Date 11/30/22 2,500,000 Par Value At 100 % 91282CAX9	- 2,500,000.000	.00	2,500,000.00	- 2,500,195.31	- 195.31
Total U S Treasury Nt 0.125% 11/30/22		- 2,500,000.000	.00	2,500,000.00	- 2,500,195.31	- 195.31

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 94 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
08/31/2023	Matured 2,800,000 Par Value Of U S Treasury Nt 1.375% 8/31/23 Trade Date 8/31/23 2,800,000 Par Value At 100 % 9128282D1	- 2,800,000.000	.00	2,800,000.00	- 2,728,906.25	71,093.75
Total U S Treasury Nt 1.375% 8/31/23		- 2,800,000.000	.00	2,800,000.00	- 2,728,906.25	71,093.75
10/15/2022	Matured 3,000,000 Par Value Of U S Treasury Nt 1.375% 10/15/22 Trade Date 10/15/22 3,000,000 Par Value At 100 % 912828YK0	- 3,000,000.000	.00	3,000,000.00	- 3,029,648.44	- 29,648.44
Total U S Treasury Nt 1.375% 10/15/22		- 3,000,000.000	.00	3,000,000.00	- 3,029,648.44	- 29,648.44
04/30/2023	Matured 2,650,000 Par Value Of U S Treasury Nt 1.625% 4/30/23 Trade Date 4/30/23 2,650,000 Par Value At 100 % 912828R28	- 2,650,000.000	.00	2,650,000.00	- 2,713,144.53	- 63,144.53
Total U S Treasury Nt 1.625% 4/30/23		- 2,650,000.000	.00	2,650,000.00	- 2,713,144.53	- 63,144.53
05/31/2023	Matured 2,700,000 Par Value Of U S Treasury Nt 1.625% 5/31/23 Trade Date 5/31/23 2,700,000 Par Value At 100 % 912828R69	- 2,700,000.000	.00	2,700,000.00	- 2,685,972.66	14,027.34
Total U S Treasury Nt 1.625% 5/31/23		- 2,700,000.000	.00	2,700,000.00	- 2,685,972.66	14,027.34

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 95 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
01/31/2023	Matured 2,600,000 Par Value Of U S Treasury Nt 1.750% 1/31/23 Trade Date 1/31/23 2,600,000 Par Value At 100 % 912828P38	- 2,600,000.000	.00	2,600,000.00	- 2,658,601.56	- 58,601.56
Total U S Treasury Nt 1.750% 1/31/23		- 2,600,000.000	.00	2,600,000.00	- 2,658,601.56	- 58,601.56
11/30/2022	Matured 900,000 Par Value Of U S Treasury Nt 2.000% 11/30/22 Trade Date 11/30/22 900,000 Par Value At 100 % 912828M80	- 900,000.000	.00	900,000.00	- 917,437.50	- 17,437.50
Total U S Treasury Nt 2.000% 11/30/22		- 900,000.000	.00	900,000.00	- 917,437.50	- 17,437.50
03/31/2023	Matured 1,500,000 Par Value Of U S Treasury Nt 2.500% 3/31/23 Trade Date 3/31/23 1,500,000 Par Value At 100 % 9128284D9	- 1,500,000.000	.00	1,500,000.00	- 1,560,117.19	- 60,117.19
Total U S Treasury Nt 2.500% 3/31/23		- 1,500,000.000	.00	1,500,000.00	- 1,560,117.19	- 60,117.19
08/15/2023	Matured 1,600,000 Par Value Of U S Treasury Nt 2.500% 8/15/23 Trade Date 8/15/23 1,600,000 Par Value At 100 % 912828VS6	- 1,600,000.000	.00	1,600,000.00	- 1,573,062.50	26,937.50
Total U S Treasury Nt 2.500% 8/15/23		- 1,600,000.000	.00	1,600,000.00	- 1,573,062.50	26,937.50

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 96 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
02/28/2023	Matured 3,000,000 Par Value Of U S Treasury Nt 2.625% 2/28/23 Trade Date 2/28/23 3,000,000 Par Value At 100 % 9128284A5	- 3,000,000.000	.00	3,000,000.00	- 3,097,500.00	- 97,500.00
Total U S Treasury Nt 2.625% 2/28/23		- 3,000,000.000	.00	3,000,000.00	- 3,097,500.00	- 97,500.00
05/31/2023	Matured 2,450,000 Par Value Of U S Treasury Nt 2.750% 5/31/23 Trade Date 5/31/23 2,450,000 Par Value At 100 % 9128284S6	- 2,450,000.000	.00	2,450,000.00	- 2,546,277.34	- 96,277.34
Total U S Treasury Nt 2.750% 5/31/23		- 2,450,000.000	.00	2,450,000.00	- 2,546,277.34	- 96,277.34
07/31/2023	Matured 2,400,000 Par Value Of U S Treasury Nt 2.750% 7/31/23 Trade Date 7/31/23 2,400,000 Par Value At 100 % 912828Y61	- 2,400,000.000	.00	2,400,000.00	- 2,372,062.50	27,937.50
Total U S Treasury Nt 2.750% 7/31/23		- 2,400,000.000	.00	2,400,000.00	- 2,372,062.50	27,937.50
09/30/2023	Matured 2,700,000 Par Value Of U S Treasury Nt 2.875% 9/30/23 Trade Date 9/30/23 2,700,000 Par Value At 100 % 9128285D8	- 2,700,000.000	.00	2,700,000.00	- 2,683,863.28	16,136.72
Total U S Treasury Nt 2.875% 9/30/23		- 2,700,000.000	.00	2,700,000.00	- 2,683,863.28	16,136.72
Total Government Issues		- 44,100,000.000	.00	44,100,000.00	- 44,132,734.38	- 32,734.38

Securities Litigation Proceeds

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 97 of 133
Period from October 1, 2022 to September 30, 2023

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
03/10/2023	Class Action Receipt Gse Bonds Antitrust Litigation Proceeds From Securities Litigation #8564 03/01/2023 Payment Id 680933	.000	.00	851.94	.00	851.94
Total Cash		.000	.00	851.94	.00	851.94
Total Securities Litigation Proceeds		.000	.00	851.94	.00	851.94
Total Sales And Maturities		- 204,346,818.100	.00	203,718,194.37	- 203,750,076.81	- 31,882.44

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 98 of 133
Period from October 1, 2022 to September 30, 2023

PENDING TRADES

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
Sales					
09/30/2023	10/02/2023	Matured 2,700,000 Par Value Of U S Treasury Nt 2.875% 9/30/23 Trade Date 9/30/23 2,700,000 Par Value At 100 % 9128285D8	- 2,700,000.000	- 2,683,863.28	2,700,000.00
Total Sales			- 2,700,000.000	- 2,683,863.28	2,700,000.00
Net Trades Pending Settlement			- 2,700,000.000	- 2,683,863.28	2,700,000.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 99 of 133
Period from October 1, 2022 to September 30, 2023

BOND SUMMARY

		PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
SHORT-TERM MATURITY DETAIL				
31 to 60 Days				
U S Treasury Nt	1.625% 10/31/23	2,700,000.00	2,691,981.00	17.52
Total 31 to 60 Days		2,700,000.00	2,691,981.00	17.52
61 to 90 Days				
Total 61 to 90 Days		.00	.00	0.01
91 to 120 Days				
U S Treasury Nt	0.125% 1/15/24	2,850,000.00	2,807,364.00	18.27
Total 91 to 120 Days		2,850,000.00	2,807,364.00	18.27
121 to 180 Days				
U S Treasury Nt	0.875% 1/31/24	1,000,000.00	985,120.00	6.41
U S Treasury Nt	2.250% 1/31/24	3,000,000.00	2,968,710.00	19.32
U S Treasury Nt	1.500% 2/29/24	3,000,000.00	2,951,730.00	19.21
U S Treasury Nt	2.125% 2/29/24	3,000,000.00	2,959,800.00	19.26
Total 121 to 180 Days		10,000,000.00	9,865,360.00	64.20
Total		15,550,000.00	15,364,705.00	100.00
MATURITY SUMMARY				
2023		2,700,000.00	2,691,981.00	8.28
2024		30,550,000.00	29,852,983.50	91.72
Total		33,250,000.00	32,544,964.50	100.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 100 of 133
Period from October 1, 2022 to September 30, 2023

BOND SUMMARY (continued)

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
MOODY'S RATING			
Aaa	33,250,000.00	32,544,964.50	100.00
Total	33,250,000.00	32,544,964.50	100.00
S&P RATING			
N/A	30,250,000.00	29,576,254.50	90.88
Not Provided	3,000,000.00	2,968,710.00	9.12
Total	33,250,000.00	32,544,964.50	100.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 101 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - ASSETS AND LIABILITIES

	BEGINNING OF YEAR	END OF YEAR
ASSETS		
(A) TOTAL NONINTEREST-BEARING CASH	.00	2,700,000.00
(B) RECEIVABLES (LESS DOUBTFUL ACCOUNTS)		
(1) EMPLOYERS	.00	.00
(2) PARTICIPANTS	.00	.00
(3) OTHER	106,587.26	175,231.17
(C) GENERAL INVESTMENTS:		
(1) INTEREST BEARING CASH	.00	.00
(2) U. S. GOVERNMENT SECURITIES	33,306,843.00	32,544,964.50
(3) CORPORATE DEBT INSTRUMENTS:		
(a) PREFERRED	16,106,866.50	18,404,986.10
(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.	5,034,914.37	143,716.45
(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	54,555,211.13	53,968,898.22
LIABILITIES		
(G) BENEFIT CLAIMS PAYABLE	.00	.00
(H) OPERATING PAYABLES	.00	.00

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 102 of 133
Period from October 1, 2022 to September 30, 2023

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	54,555,211.13	53,968,898.22

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 103 of 133
Period from October 1, 2022 to September 30, 2023

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	571,286.10	
(c) CORPORATE DEBT INSTRUMENTS	629,475.67	
(d) LOANS (OTHER THAN TO PARTICIPANTS)	.00	
(e) PARTICIPANT LOANS	.00	
(f) OTHER	.00	
(g) TOTAL INTEREST		1,200,761.77
(2) DIVIDENDS:		
(a) PREFERRED STOCK	.00	
(b) COMMON STOCK	.00	
(c) REGISTERED INVESTMENT COMPANY SHARES	78,518.53	
(d) TOTAL DIVIDENDS		78,518.53
(3) RENTS		.00
(4) NET GAIN (LOSS) ON SALE OF ASSETS:		
(a) AGGREGATE PROCEEDS	104,940,376.27	
(b) AGGREGATE CARRYING AMOUNT	- 104,368,975.08	
(c) NET GAIN (LOSS)		571,401.19
(5) UNREALIZED APPRE (DEPRE) OF ASSETS		
(a) REAL ESTATE	.00	
(b) OTHER	565,084.62	
(c) TOTAL UNREALIZED APPRE OF ASSETS		565,084.62
(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

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 104 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - INCOME AND EXPENSES (continued)

	AMOUNT	TOTAL
(10) NET INV. G/L - REG. INVEST. CO.		.00
(C) OTHER INCOME		.00
(D) TOTAL INCOME		2,415,766.11
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	- 8,313.02	
(2) CONTRACT ADMINISTRATOR FEES	.00	
(3) INVESTMENT ADVISORY & MGT FEES	.00	
(4) OTHER	.00	
(5) TOTAL ADMINISTRATIVE EXPENSES		- 8,313.02
(J) TOTAL EXPENSES		- 8,313.02
NET INCOME AND RECONCILIATION		
(K) NET INCOME (LOSS)		2,407,453.09
(L) TRANSFERS OF ASSETS		
(1) TO THIS PLAN		.00
(2) FROM THIS PLAN		- 2,993,766.00
NET ASSETS AT BEGINNING OF YEAR		54,555,211.13

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 105 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - INCOME AND EXPENSES (continued)

	AMOUNT	TOTAL
NET ASSETS AT END OF YEAR		53,968,898.22

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 106 of 133
Period from October 1, 2022 to September 30, 2023

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 0347M3N42	1/04/23 1,050,000.000	1,046,430.58	1,046,430.58
Anglesea Fdg Plc C P 0347M3Q80	3/08/23 1,050,000.000	1,041,808.25	1,041,808.25
Anglesea Fdg Plc C P 0347M3V35	8/03/23 1,400,000.000	1,370,730.67	1,370,730.67
Anglesea Fdg Plc C P 0347M3M19	12/01/22 1,350,000.000	1,341,968.63	1,341,968.63
Arkansas Elec Coop Corp C P 04085NU64	7/06/23 1,400,000.000	1,383,117.17	1,383,117.17
Atlantic Asset C P 04821UQ88	3/08/23 1,350,000.000	1,334,302.50	1,334,302.50
Atlantic Asset C P 04821URS3	4/26/23 1,400,000.000	1,391,133.33	1,391,133.33
Dbs Bank Ltd C P 23305EUT8	7/27/23 250,000.000	244,252.50	244,252.50
Dbs Bk Ltd Singapore C P 23305EVM2	8/21/23 1,000,000.000	975,828.06	975,828.06
Dz Bank Ag Deutsche Z C P 23343WQL4	3/20/23 1,300,000.000	1,279,293.89	1,279,293.89
Gotham Fdg Corp Disc C P 38346MNJ9	1/18/23 1,350,000.000	1,335,027.00	1,335,027.00
Gotham Fdg Corp Disc C P 38346MRH9	4/17/23 1,350,000.000	1,334,313.75	1,334,313.75
Gotham Fdg Corp Disc C P 38346MUR3	7/25/23 1,400,000.000	1,380,182.22	1,380,182.22

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 107 of 133
Period from October 1, 2022 to September 30, 2023

5500 ASSETS ACQUIRED AND DISPOSED OF WITHIN YEAR (continued)

DESCRIPTION	SHARES/FACE AMOUNT	COST OF ACQUISITIONS	PROCEEDS OF DISPOSITIONS
Jupiter Securitization C P 2/03/23 4820P3P31	250,000.000	246,717.71	246,717.71
Lma S A Lma Amers LLC C P 2/01/23 53944RP10	1,000,000.000	986,700.00	986,700.00
Lma S A Lma Amers LLC C P 8/07/23 53944RV70	400,000.000	390,966.11	390,966.11
Lma S A C P 2/27/23 53944RPT9	350,000.000	345,931.25	345,931.25
Lma S A Lma Amers LLC C P 3/08/23 53944RQ84	1,000,000.000	995,702.78	995,702.78
MacQuarie Bk Ltd Disc C P 4/03/23 55607LR30	1,350,000.000	1,328,981.25	1,328,981.25
Manhattan Asset Fdg Co C P 7/06/23 56274MU67	1,400,000.000	1,381,774.72	1,381,774.72
Mont Blanc Cap Corp C P 2/15/23 6117P5PF8	1,350,000.000	1,345,275.00	1,345,275.00
Mont Blanc Cap Corp C P 5/11/23 6117P5SB4	1,350,000.000	1,334,974.50	1,334,974.50
Mont Blanc Cap Corp C P 9/05/23 6117P5W52	1,400,000.000	1,376,112.50	1,376,112.50
National Secs Clearing C P 7/6/2023 63763QU62	1,400,000.000	1,383,083.33	1,383,083.33
Old Line Funding LLC C P 6/22/23 67983UTN3	1,350,000.000	1,323,068.25	1,323,068.25
Salisbury Receivables C P 2/02/23 79490BP26	1,100,000.000	1,091,062.50	1,091,062.50
Salisbury Receivables C P 5/03/23 79490BS31	1,100,000.000	1,087,082.64	1,087,082.64
Salisbury Receivables C P 7/17/23 79490BUH7	1,150,000.000	1,137,400.47	1,137,400.47

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 108 of 133
Period from October 1, 2022 to September 30, 2023

5500 ASSETS ACQUIRED AND DISPOSED OF WITHIN YEAR (continued)

DESCRIPTION	SHARES/FACE AMOUNT	COST OF ACQUISITIONS	PROCEEDS OF DISPOSITIONS
Sheffield Receivables C P 4/10/23 82124MRA0	850,000.000	841,455.14	841,455.14
Sheffield Receivables C P 6/07/23 82124MT75	1,300,000.000	1,289,605.42	1,289,605.42
Sheffield Receivables C P 7/06/23 82124MU65	1,400,000.000	1,394,316.00	1,394,316.00
Sheffield Receivables C P 9/01/23 82124MW14	1,400,000.000	1,388,140.83	1,388,140.83
Sheffield Receivables C P 11/16/22 82124MLG3	1,350,000.000	1,347,178.50	1,347,178.50
Sumitomo Mitsui Tr Bk C P 4/06/23 86563HR69	1,350,000.000	1,329,907.50	1,329,907.50
Sumitomo Mitsui Tr Bk C P 12/12/22 86563HMC1	1,350,000.000	1,346,535.00	1,346,535.00
Versailles Coml Paper C P 4/17/23 92512MRH4	350,000.000	343,870.14	343,870.14
Versailles Coml Paper C P 6/07/23 92512MT74	300,000.000	297,916.67	297,916.67
Victory Receivables C P 1/06/23 92646LN63	1,319,000.000	1,308,682.49	1,308,682.49
Victory Receivables C P 3/20/23 92646LQL7	1,300,000.000	1,287,873.89	1,287,873.89
Victory Receivables C P 6/08/23 92646LT83	1,400,000.000	1,384,178.06	1,384,178.06
Total Corporate Short Term Obligations	45,269,000.000	44,772,881.20	44,772,881.20
Total Cash And Equivalents	45,269,000.000	44,772,881.20	44,772,881.20
Total Assets	45,269,000.000	44,772,881.20	44,772,881.20

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 109 of 133
Period from October 1, 2022 to September 30, 2023

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					54,555,211.13		
COMPARATIVE VALUE (5%)					2,727,760.55		
CATEGORY 1 - SINGLE TRANSACTION EXCEEDS 5% OF VALUE							
Issue: 91282CAK7 - U S Treasury Nt 0.125% 9/15/23							
09/15/2023	S	- 2,800,000.000	1.0000		2,800,000 *	2,722,344	77,656
Issue: 91282CAR2 - U S Treasury Nt 0.125% 10/31/22							
10/31/2022	S	- 3,000,000.000	1.0000		3,000,000 *	3,000,469	- 469
Issue: 91282CBE0 - U S Treasury Nt 0.125% 1/15/24							
05/03/2023	B	2,850,000.000	.9677		- 2,758,043 *	2,758,043	
Issue: 91282CCL3 - U S Treasury Nt 0.375% 7/15/24							
09/05/2023	B	3,000,000.000	.9582		- 2,874,609 *	2,874,609	
Issue: 91282CCU3 - U S Treasury Nt 0.125% 8/31/23							
08/31/2023	S	- 3,000,000.000	1.0000		3,000,000 *	2,901,563	98,438
Issue: 91282CEA5 - U S Treasury Nt 1.500% 2/29/24							
03/01/2023	B	3,000,000.000	.9648		- 2,894,297 *	2,894,297	
Issue: 912828G38 - U S Treasury Nt 2.250% 11/15/24							
08/18/2023	B	3,150,000.000	.9639		- 3,036,182 *	3,036,182	
Issue: 912828V80 - U S Treasury Nt 2.250% 1/31/24							
10/17/2022	B	3,000,000.000	.9715		- 2,914,570 *	2,914,570	
Issue: 912828W48 - U S Treasury Nt 2.125% 2/29/24							
03/01/2023	B	3,000,000.000	.9708		- 2,912,344 *	2,912,344	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 110 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Issue: 912828YK0 - U S Treasury Nt 1.375% 10/15/22							
10/15/2022	S	- 3,000,000.000	1.0000		3,000,000 *	3,029,648	- 29,648
Issue: 9128282D1 - U S Treasury Nt 1.375% 8/31/23							
10/07/2022	B	2,800,000.000	.9746		- 2,728,906 *	2,728,906	
08/31/2023	S	- 2,800,000.000	1.0000		2,800,000 *	2,728,906	71,094
Issue: 9128282Y5 - U S Treasury Nt 2.125% 9/30/24							
05/31/2023	B	3,000,000.000	.9650		- 2,895,000 *	2,895,000	
Issue: 9128284A5 - U S Treasury Nt 2.625% 2/28/23							
02/28/2023	S	- 3,000,000.000	1.0000		3,000,000 *	3,097,500	- 97,500
Issue: 9128286R6 - U S Treasury Nt 2.250% 4/30/24							
08/16/2023	B	3,000,000.000	.9782		- 2,934,727 *	2,934,727	
Issue: 94975H296 - Allspring Treas Plus Mm Inst							
10/11/2022	S	- 4,721,784.060	1.0000		4,721,784 *	4,721,784	
10/17/2022	B	4,370,625.000	1.0000		- 4,370,625 *	4,370,625	
10/18/2022	S	- 3,264,087.800	1.0000		3,264,088 *	3,264,088	
10/31/2022	B	3,023,406.250	1.0000		- 3,023,406 *	3,023,406	
11/07/2022	S	- 4,201,092.120	1.0000		4,201,092 *	4,201,092	
11/30/2022	B	3,466,187.500	1.0000		- 3,466,188 *	3,466,188	
12/08/2022	S	- 2,739,247.860	1.0000		2,739,248 *	2,739,248	
02/28/2023	B	5,762,187.500	1.0000		- 5,762,188 *	5,762,188	
03/01/2023	S	- 6,782,764.200	1.0000		6,782,764 *	6,782,764	
03/08/2023	B	3,400,000.000	1.0000		- 3,400,000 *	3,400,000	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 111 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
03/09/2023	S	- 2,761,864.000	1.0000		2,761,864 *	2,761,864	
05/04/2023	S	- 3,896,516.130	1.0000		3,896,516 *	3,896,516	
05/31/2023	B	5,205,625.000	1.0000		- 5,205,625 *	5,205,625	
06/01/2023	S	- 5,105,319.390	1.0000		5,105,319 *	5,105,319	
07/06/2023	B	5,600,000.000	1.0000		- 5,600,000 *	5,600,000	
07/06/2023	S	- 5,510,730.940	1.0000		5,510,731 *	5,510,731	
07/31/2023	B	4,272,250.000	1.0000		- 4,272,250 *	4,272,250	
08/17/2023	S	- 3,928,353.100	1.0000		3,928,353 *	3,928,353	
08/31/2023	B	5,885,500.000	1.0000		- 5,885,500 *	5,885,500	
09/05/2023	S	- 2,812,638.310	1.0000		2,812,638 *	2,812,638	
09/06/2023	S	- 4,532,121.430	1.0000		4,532,121 *	4,532,121	
09/15/2023	B	2,801,750.000	1.0000		- 2,801,750 *	2,801,750	
09/29/2023	S	- 2,993,766.000	1.0000		2,993,766 *	2,993,766	
GRAND TOTAL				0	140,586,494	140,466,924	119,571

CATEGORY 2 - SERIES OF TRANSACTIONS WITH SAME BROKER EXCEEDS 5% OF VALUE

Broker: Barclays Capital Inc. Fixed In

Issue: 79490BP26 - Salisbury Receivables C P 2/02/23							
11/28/2022	B	1,100,000.000	.9919		- 1,091,063	1,091,063	
Issue: 0347M3N42 - Anglesea Fdg Plc C P 1/04/23							
12/05/2022	B	1,050,000.000	.9966		- 1,046,431	1,046,431	
Issue: 23305EUT8 - Dbs Bank Ltd C P 7/27/23							
02/03/2023	B	250,000.000	.9770		- 244,253	244,253	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 112 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
04/06/2023	Issue: 63763QU62 - National Secs Clearing C P 7/6/2023 B	1,400,000.000	.9879		- 1,383,083	1,383,083	
05/03/2023	Issue: 79490BUH7 - Salisbury Receivables C P 7/17/23 B	1,150,000.000	.9890		- 1,137,400	1,137,400	
06/07/2023	Issue: 82124MU65 - Sheffield Receivables C P 7/06/23 B	1,400,000.000	.9959		- 1,394,316	1,394,316	
07/06/2023	Issue: 63763QX51 - Cpnational Secs Clea C P 10/05/23 B	1,400,000.000	.9867		- 1,381,350	1,381,350	
07/17/2023	Issue: 79490BXG6 - Salisbury Rec Co LLC C P 10/16/23 B	1,400,000.000	.9863		- 1,380,750	1,380,750	
09/01/2023	Issue: 82124MY12 - Sheffield Receivables C P 11/01/23 B	1,400,000.000	.9914		- 1,387,964	1,387,964	
Total For Barclays Capital Inc. Fixed In				0	10,446,610	10,446,610	0

Broker: BofA Securities, Inc./Fxd Inc

10/19/2022	Issue: 53944RP10 - Lma S A Lma Amers LLC C P 2/01/23 B	1,000,000.000	.9867		- 986,700	986,700	
12/06/2022	Issue: 04821UQ88 - Atlantic Asset C P 3/08/23 B	1,350,000.000	.9884		- 1,334,303	1,334,303	
02/15/2023	Issue: 6117P5SB4 - Mont Blanc Cap Corp C P 5/11/23 B	1,350,000.000	.9889		- 1,334,975	1,334,975	
03/01/2023	Issue: 23305EVM2 - Dbs Bk Ltd Singapore C P 8/21/23 B	1,000,000.000	.9758		- 975,828	975,828	
03/08/2023	Issue: 0347M3V35 - Anglesea Fdg Plc C P 8/03/23 B	1,400,000.000	.9791		- 1,370,731	1,370,731	
04/06/2023	Issue: 56274MU67 - Manhattan Asset Fdg Co C P 7/06/23 B	1,400,000.000	.9870		- 1,381,775	1,381,775	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 113 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
05/11/2023	Issue: 6117P5W52 - Mont Blanc Cap Corp C P B	1,400,000.000	9/05/23 .9829		- 1,376,113	1,376,113	
Total For BofA Securities, Inc./Fxd Inc				0	8,760,425	8,760,425	0
Broker: Citadel Securities LLC							
10/07/2022	Issue: 91282CCN9 - U S Treasury Nt B	0.125% 7/31/23 1,800,000.000	.9674		- 1,741,359	1,741,359	
02/01/2023	Issue: 91282CAK7 - U S Treasury Nt B	0.125% 9/15/23 2,800,000.000	.9723		- 2,722,344	2,722,344	
03/01/2023	Issue: 912828W48 - U S Treasury Nt B	2.125% 2/29/24 3,000,000.000	.9708		- 2,912,344 *	2,912,344	
03/01/2023	Issue: 91282CEA5 - U S Treasury Nt B	1.500% 2/29/24 3,000,000.000	.9648		- 2,894,297 *	2,894,297	
Total For Citadel Securities LLC				0	10,270,344	10,270,344	0
Broker: Citigroup Global Markets Inc.							
11/04/2022	Issue: 912828VS6 - U S Treasury Nt B	2.500% 8/15/23 1,600,000.000	.9832		- 1,573,063	1,573,063	
04/11/2023	Issue: 912828YE4 - U S Treasury Nt B	1.250% 8/31/24 1,600,000.000	.9579		- 1,532,688	1,532,688	
Total For Citigroup Global Markets Inc.				0	3,105,751	3,105,751	0
Broker: Goldman Sachs & Co. LLC							
01/24/2023	Issue: 67983UTN3 - Old Line Funding LLC C P B	6/22/23 1,350,000.000	.9801		- 1,323,068	1,323,068	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 114 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
02/27/2023	Issue: 53944RV70 - Lma S A Lma Amers LLC C P 8/07/23 B	400,000.000	.9774		- 390,966	390,966	
03/08/2023	Issue: 04821URS3 - Atlantic Asset C P 4/26/23 B	1,400,000.000	.9937		- 1,391,133	1,391,133	
03/20/2023	Issue: 92646LT83 - Victory Receivables C P 6/08/23 B	1,400,000.000	.9887		- 1,384,178	1,384,178	
04/06/2023	Issue: 04085NU64 - Arkansas Elec Coop Corp C P 7/06/23 B	1,400,000.000	.9879		- 1,383,117	1,383,117	
04/10/2023	Issue: 82124MT75 - Sheffield Receivables C P 6/07/23 B	1,300,000.000	.9920		- 1,289,605	1,289,605	
04/17/2023	Issue: 92512MT74 - Versailles Coml Paper C P 6/07/23 B	300,000.000	.9931		- 297,917	297,917	
04/26/2023	Issue: 04821UX23 - Atlantic Asset C P 10/02/23 B	1,400,000.000	.9770		- 1,367,742	1,367,742	
06/08/2023	Issue: 92646LY79 - Victory Receivables C P 11/07/23 B	1,460,000.000	.9774		- 1,427,020	1,427,020	
07/06/2023	Issue: 82124MW14 - Sheffield Receivables C P 9/01/23 B	1,400,000.000	.9915		- 1,388,141	1,388,141	
07/06/2023	Issue: 56274LA95 - Manhattan Asset Fdg Co C P 1/09/24 B	1,400,000.000	.9714		- 1,359,930	1,359,930	
07/06/2023	Issue: 04085NX38 - Arkansas Elec Coop Corp C P 10/03/23 B	1,400,000.000	.9867		- 1,381,310	1,381,310	
07/17/2023	Issue: 53944RX52 - Lma S A Lma Amers LLC C P 10/05/23 B	1,000,000.000	.9879		- 987,889	987,889	
09/05/2023	Issue: 91282CCL3 - U S Treasury Nt 0.375% 7/15/24 B	3,000,000.000	.9582		- 2,874,609 *	2,874,609	
09/05/2023	Issue: 9128286Z8 - U S Treasury Nt 1.750% 6/30/24 B	1,700,000.000	.9708		- 1,650,395	1,650,395	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 115 of 133
Period from October 1, 2022 to September 30, 2023

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 Goldman Sachs & Co. LLC				0	19,897,020	19,897,020	0
Broker: Hsbc Securities, Inc.							
10/17/2022	Issue: 912828V80 - U S Treasury Nt B	2.250% 1/31/24 3,000,000.000	.9715		- 2,914,570 *	2,914,570	
05/31/2023	Issue: 91282CEK3 - U S Treasury Nt B	2.500% 4/30/24 2,250,000.000	.9754		- 2,194,629	2,194,629	
Total For Hsbc Securities, Inc.				0	5,109,199	5,109,199	0
Broker: J.P. Morgan Securities LLC							
11/02/2022	Issue: 92646LN63 - Victory Receivables C P B	1/06/23 1,319,000.000	.9922		- 1,308,682	1,308,682	
11/17/2022	Issue: 86563HMC1 - Sumitomo Mitsui Tr Bk C P B	12/12/22 1,350,000.000	.9974		- 1,346,535	1,346,535	
11/17/2022	Issue: 23343WQL4 - Dz Bank Ag Deutsche Z C P B	3/20/23 1,300,000.000	.9841		- 1,279,294	1,279,294	
12/05/2022	Issue: 55607LR30 - MacQuarie Bk Ltd Disc C P B	4/03/23 1,350,000.000	.9844		- 1,328,981	1,328,981	
12/08/2022	Issue: 92512MRH4 - Versailles Coml Paper C P B	4/17/23 350,000.000	.9825		- 343,870	343,870	
12/12/2022	Issue: 86563HR69 - Sumitomo Mitsui Tr Bk C P B	4/06/23 1,350,000.000	.9851		- 1,329,908	1,329,908	
01/04/2023	Issue: 0347M3Q80 - Anglesea Fdg Plc C P B	3/08/23 1,050,000.000	.9922		- 1,041,808	1,041,808	
01/06/2023	Issue: 92646LQL7 - Victory Receivables C P B	3/20/23 1,300,000.000	.9907		- 1,287,874	1,287,874	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 116 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
01/17/2023	Issue: 6117P5PF8 - Mont Blanc Cap Corp C P B	2/15/23 1,350,000.000	.9965		- 1,345,275	1,345,275	
04/17/2023	Issue: 38346MUR3 - Gotham Fdg Corp Disc C P B	7/25/23 1,400,000.000	.9858		- 1,380,182	1,380,182	
08/07/2023	Issue: 53943RD30 - Lloyds Bk Plc Disc Coml C P B	4/03/24 1,450,000.000	.9627		- 1,395,900	1,395,900	
09/05/2023	Issue: 55607KC12 - MacQuarie Bk Ltd Disc C P B	3/01/24 1,450,000.000	.9723		- 1,409,779	1,409,779	
Total For J.P. Morgan Securities LLC				0	14,798,088	14,798,088	0
Broker: Mitsubishi Ufj Securities (USA)							
08/18/2023	Issue: 912828G38 - U S Treasury Nt B	2.250% 11/15/24 3,150,000.000	.9639		- 3,036,182 *	3,036,182	
Broker: Nomura Securities Intl., Fixed							
05/31/2023	Issue: 9128282Y5 - U S Treasury Nt B	2.125% 9/30/24 3,000,000.000	.9650		- 2,895,000 *	2,895,000	
08/16/2023	Issue: 9128286R6 - U S Treasury Nt B	2.250% 4/30/24 3,000,000.000	.9782		- 2,934,727 *	2,934,727	
Total For Nomura Securities Intl., Fixed				0	5,829,727	5,829,727	0
Broker: Rbc Capital Markets, LLC							
10/03/2022	Issue: 0347M3M19 - Anglesea Fdg Plc C P B	12/01/22 1,350,000.000	.9941		- 1,341,969	1,341,969	
10/07/2022	Issue: 4820P3P31 - Jupiter Securitization C P B	2/03/23 250,000.000	.9869		- 246,718	246,718	
10/17/2022	Issue: 38346MNJ9 - Gotham Fdg Corp Disc C P B	1/18/23 1,350,000.000	.9889		- 1,335,027	1,335,027	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 117 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
11/28/2022	Issue: 53944RPT9 - Lma S A C P B	2/27/23 350,000.000	.9884		- 345,931	345,931	
01/18/2023	Issue: 38346MRH9 - Gotham Fdg Corp Disc C P B	4/17/23 1,350,000.000	.9884		- 1,334,314	1,334,314	
08/28/2023	Issue: 63873JBF6 - Natixis N Y Brh Disc C P B	2/15/24 1,000,000.000	.9733		- 973,272	973,272	
09/05/2023	Issue: 63307LD16 - National Bk Cda Disc C P B	4/01/24 1,450,000.000	.9675		- 1,402,859	1,402,859	
Total For Rbc Capital Markets, LLC				0	6,980,090	6,980,090	0
Broker: Wells Fargo Securities, LLC							
10/07/2022	Issue: 9128282D1 - U S Treasury Nt B	1.375% 8/31/23 2,800,000.000	.9746		- 2,728,906 *	2,728,906	
05/03/2023	Issue: 91282CBE0 - U S Treasury Nt B	0.125% 1/15/24 2,850,000.000	.9677		- 2,758,043 *	2,758,043	
08/16/2023	Issue: 05952SB12 - Banco De Chile Disc C P B	2/01/24 1,000,000.000	.9736		- 973,633	973,633	
Total For Wells Fargo Securities, LLC				0	6,460,582	6,460,582	0
GRAND TOTAL				0	94,694,018	94,694,018	0

CATEGORY 3 - SERIES OF TRANSACTIONS IN SAME SECURITY EXCEEDS 5% OF VALUE

03/08/2023	Issue: 0347M3V35 - Anglesea Fdg Plc C P B	8/03/23 1,400,000.000	.9791		- 1,370,731	1,370,731	
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01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 118 of 133
Period from October 1, 2022 to September 30, 2023

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 Buys				0	1,370,731	1,370,731	0
08/03/2023	S	- 1,400,000.000	1.0000		1,370,731	1,370,731	
Total For Sells				0	1,370,731	1,370,731	0
Total Anglesea Fdg Plc C P 8/03/23				0	2,741,462	2,741,462	0
Issue: 04085NU64 - Arkansas Elec Coop Corp C P 7/06/23							
04/06/2023	B	1,400,000.000	.9879		- 1,383,117	1,383,117	
Total For Buys				0	1,383,117	1,383,117	0
07/06/2023	S	- 1,400,000.000	1.0000		1,383,117	1,383,117	
Total For Sells				0	1,383,117	1,383,117	0
Total Arkansas Elec Coop Corp C P 7/06/23				0	2,766,234	2,766,234	0
Issue: 04821URS3 - Atlantic Asset C P 4/26/23							
03/08/2023	B	1,400,000.000	.9937		- 1,391,133	1,391,133	
Total For Buys				0	1,391,133	1,391,133	0
04/26/2023	S	- 1,400,000.000	1.0000		1,391,133	1,391,133	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 119 of 133
Period from October 1, 2022 to September 30, 2023

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	1,391,133	1,391,133	0
Total Atlantic Asset C P 4/26/23				0	2,782,266	2,782,266	0
Issue: 38346MUR3 - Gotham Fdg Corp Disc C P 7/25/23							
04/17/2023	B	1,400,000.000	.9858		- 1,380,182	1,380,182	
Total For Buys				0	1,380,182	1,380,182	0
07/25/2023	S	- 1,400,000.000	1.0000		1,380,182	1,380,182	
Total For Sells				0	1,380,182	1,380,182	0
Total Gotham Fdg Corp Disc C P 7/25/23				0	2,760,364	2,760,364	0
Issue: 56274MU67 - Manhattan Asset Fdg Co C P 7/06/23							
04/06/2023	B	1,400,000.000	.9870		- 1,381,775	1,381,775	
Total For Buys				0	1,381,775	1,381,775	0
07/06/2023	S	- 1,400,000.000	1.0000		1,381,775	1,381,775	
Total For Sells				0	1,381,775	1,381,775	0
Total Manhattan Asset Fdg Co C P 7/06/23				0	2,763,550	2,763,550	0

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 120 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Issue: 6117P5W52 - Mont Blanc Cap Corp C P 9/05/23							
05/11/2023	B	1,400,000.000	.9829		- 1,376,113	1,376,113	
Total For Buys				0	1,376,113	1,376,113	0
09/05/2023	S	- 1,400,000.000	1.0000		1,376,113	1,376,113	
Total For Sells				0	1,376,113	1,376,113	0
Total Mont Blanc Cap Corp C P 9/05/23				0	2,752,226	2,752,226	0
Issue: 63763QU62 - National Secs Clearing C P 7/6/2023							
04/06/2023	B	1,400,000.000	.9879		- 1,383,083	1,383,083	
Total For Buys				0	1,383,083	1,383,083	0
07/06/2023	S	- 1,400,000.000	1.0000		1,383,083	1,383,083	
Total For Sells				0	1,383,083	1,383,083	0
Total National Secs Clearing C P 7/6/2023				0	2,766,166	2,766,166	0
Issue: 82124MU65 - Sheffield Receivables C P 7/06/23							
06/07/2023	B	1,400,000.000	.9959		- 1,394,316	1,394,316	
Total For Buys				0	1,394,316	1,394,316	0

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 121 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
07/06/2023	S	- 1,400,000.000	1.0000		1,394,316	1,394,316	
Total For Sells				0	1,394,316	1,394,316	0
Total Sheffield Receivables C P 7/06/23				0	2,788,632	2,788,632	0
Issue: 82124MW14 - Sheffield Receivables C P 9/01/23							
07/06/2023	B	1,400,000.000	.9915		- 1,388,141	1,388,141	
Total For Buys				0	1,388,141	1,388,141	0
09/01/2023	S	- 1,400,000.000	1.0000		1,388,141	1,388,141	
Total For Sells				0	1,388,141	1,388,141	0
Total Sheffield Receivables C P 9/01/23				0	2,776,282	2,776,282	0
Issue: 91282CAK7 - U S Treasury Nt 0.125% 9/15/23							
02/01/2023	B	2,800,000.000	.9723		- 2,722,344	2,722,344	
Total For Buys				0	2,722,344	2,722,344	0
09/15/2023	S	- 2,800,000.000	1.0000		2,800,000 *	2,722,344	77,656
Total For Sells				0	2,800,000	2,722,344	77,656

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 122 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total U S Treasury Nt		0.125% 9/15/23		0	5,522,344	5,444,688	77,656
Issue: 91282CAR2 - U S Treasury Nt 0.125% 10/31/22							
10/31/2022	S	- 3,000,000.000	1.0000		3,000,000 *	3,000,469	- 469
Total For Sells				0	3,000,000	3,000,469	- 469
Issue: 91282CBE0 - U S Treasury Nt 0.125% 1/15/24							
05/03/2023	B	2,850,000.000	.9677		- 2,758,043 *	2,758,043	
Total For Buys				0	2,758,043	2,758,043	0
Issue: 91282CCL3 - U S Treasury Nt 0.375% 7/15/24							
09/05/2023	B	3,000,000.000	.9582		- 2,874,609 *	2,874,609	
Total For Buys				0	2,874,609	2,874,609	0
Issue: 91282CCN9 - U S Treasury Nt 0.125% 7/31/23							
10/07/2022	B	1,800,000.000	.9674		- 1,741,359	1,741,359	
Total For Buys				0	1,741,359	1,741,359	0
07/31/2023	S	- 1,800,000.000	1.0000		1,800,000	1,741,359	58,641
Total For Sells				0	1,800,000	1,741,359	58,641

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 123 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total U S Treasury Nt		0.125% 7/31/23		0	3,541,359	3,482,718	58,641
Issue: 91282CCU3 - U S Treasury Nt 0.125% 8/31/23							
08/31/2023	S	- 3,000,000.000	1.0000		3,000,000 *	2,901,563	98,438
Total For Sells				0	3,000,000	2,901,563	98,438
Issue: 91282CEA5 - U S Treasury Nt 1.500% 2/29/24							
03/01/2023	B	3,000,000.000	.9648		- 2,894,297 *	2,894,297	
Total For Buys				0	2,894,297	2,894,297	0
Issue: 912828G38 - U S Treasury Nt 2.250% 11/15/24							
08/18/2023	B	3,150,000.000	.9639		- 3,036,182 *	3,036,182	
Total For Buys				0	3,036,182	3,036,182	0
Issue: 912828VS6 - U S Treasury Nt 2.500% 8/15/23							
11/04/2022	B	1,600,000.000	.9832		- 1,573,063	1,573,063	
Total For Buys				0	1,573,063	1,573,063	0
08/15/2023	S	- 1,600,000.000	1.0000		1,600,000	1,573,063	26,938
Total For Sells				0	1,600,000	1,573,063	26,938

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 124 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total U S Treasury Nt 2.500% 8/15/23				0	3,173,063	3,146,126	26,938
Issue: 912828V80 - U S Treasury Nt 2.250% 1/31/24							
10/17/2022	B	3,000,000.000	.9715		- 2,914,570 *	2,914,570	
Total For Buys				0	2,914,570	2,914,570	0
Issue: 912828W48 - U S Treasury Nt 2.125% 2/29/24							
03/01/2023	B	3,000,000.000	.9708		- 2,912,344 *	2,912,344	
Total For Buys				0	2,912,344	2,912,344	0
Issue: 912828YK0 - U S Treasury Nt 1.375% 10/15/22							
10/15/2022	S	- 3,000,000.000	1.0000		3,000,000 *	3,029,648	- 29,648
Total For Sells				0	3,000,000	3,029,648	- 29,648
Issue: 912828Y61 - U S Treasury Nt 2.750% 7/31/23							
12/08/2022	B	2,400,000.000	.9884		- 2,372,063	2,372,063	
Total For Buys				0	2,372,063	2,372,063	0
07/31/2023	S	- 2,400,000.000	1.0000		2,400,000	2,372,063	27,938
Total For Sells				0	2,400,000	2,372,063	27,938

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 125 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total U S Treasury Nt		2.750% 7/31/23		0	4,772,063	4,744,126	27,938
Issue: 9128282D1 - U S Treasury Nt 1.375% 8/31/23							
10/07/2022	B	2,800,000.000	.9746		- 2,728,906 *	2,728,906	
Total For Buys				0	2,728,906	2,728,906	0
08/31/2023	S	- 2,800,000.000	1.0000		2,800,000 *	2,728,906	71,094
Total For Sells				0	2,800,000	2,728,906	71,094
Total U S Treasury Nt		1.375% 8/31/23		0	5,528,906	5,457,812	71,094
Issue: 9128282Y5 - U S Treasury Nt 2.125% 9/30/24							
05/31/2023	B	3,000,000.000	.9650		- 2,895,000 *	2,895,000	
Total For Buys				0	2,895,000	2,895,000	0
Issue: 9128284A5 - U S Treasury Nt 2.625% 2/28/23							
02/28/2023	S	- 3,000,000.000	1.0000		3,000,000 *	3,097,500	- 97,500
Total For Sells				0	3,000,000	3,097,500	- 97,500
Issue: 9128286R6 - U S Treasury Nt 2.250% 4/30/24							
08/16/2023	B	3,000,000.000	.9782		- 2,934,727 *	2,934,727	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 126 of 133
Period from October 1, 2022 to September 30, 2023

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 Buys				0	2,934,727	2,934,727	0
Issue: 92646LT83 - Victory Receivables C P 6/08/23							
03/20/2023	B	1,400,000.000	.9887		- 1,384,178	1,384,178	
Total For Buys				0	1,384,178	1,384,178	0
06/08/2023	S	- 1,400,000.000	1.0000		1,384,178	1,384,178	
Total For Sells				0	1,384,178	1,384,178	0
Total Victory Receivables C P 6/08/23				0	2,768,356	2,768,356	0
Issue: 94975H296 - Allspring Treas Plus Mm Inst							
10/03/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
10/04/2022	B	6,662.460	1.0000		- 6,662	6,662	
10/17/2022	B	4,370,625.000	1.0000		- 4,370,625 *	4,370,625	
10/24/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
10/31/2022	B	3,023,406.250	1.0000		- 3,023,406 *	3,023,406	
11/02/2022	B	2,355,163.670	1.0000		- 2,355,164	2,355,164	
11/16/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
11/17/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
11/28/2022	B	1,349,318.530	1.0000		- 1,349,319	1,349,319	
11/30/2022	B	3,466,187.500	1.0000		- 3,466,188 *	3,466,188	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 127 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
12/01/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
12/02/2022	B	4,212.950	1.0000		- 4,213	4,213	
12/08/2022	B	300,000.000	1.0000		- 300,000	300,000	
12/12/2022	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
01/04/2023	B	1,054,269.980	1.0000		- 1,054,270	1,054,270	
01/06/2023	B	1,319,000.000	1.0000		- 1,319,000	1,319,000	
01/09/2023	B	1,100,000.000	1.0000		- 1,100,000	1,100,000	
01/17/2023	B	1,000,000.000	1.0000		- 1,000,000	1,000,000	
01/18/2023	B	4,725.000	1.0000		- 4,725	4,725	
01/24/2023	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
01/31/2023	B	2,695,000.000	1.0000		- 2,695,000	2,695,000	
02/01/2023	B	1,000,000.000	1.0000		- 1,000,000	1,000,000	
02/15/2023	B	1,370,000.000	1.0000		- 1,370,000	1,370,000	
02/27/2023	B	349,311.530	1.0000		- 349,312	349,312	
02/28/2023	B	5,762,187.500	1.0000		- 5,762,188 *	5,762,188	
03/01/2023	B	1,000,000.000	1.0000		- 1,000,000	1,000,000	
03/02/2023	B	2,683.330	1.0000		- 2,683	2,683	
03/08/2023	B	3,400,000.000	1.0000		- 3,400,000 *	3,400,000	
03/10/2023	B	851.940	1.0000		- 852	852	
03/15/2023	B	1,750.000	1.0000		- 1,750	1,750	
03/20/2023	B	2,600,000.000	1.0000		- 2,600,000	2,600,000	
03/31/2023	B	1,538,812.500	1.0000		- 1,538,813	1,538,813	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 128 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
03/31/2023	B	18,750.000	1.0000		- 18,750	18,750	
04/03/2023	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
04/04/2023	B	5,597.630	1.0000		- 5,598	5,598	
04/06/2023	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
04/17/2023	B	1,700,000.000	1.0000		- 1,700,000	1,700,000	
04/26/2023	B	1,399,305.340	1.0000		- 1,399,305	1,399,305	
05/01/2023	B	2,693,468.750	1.0000		- 2,693,469	2,693,469	
05/02/2023	B	7,261.890	1.0000		- 7,262	7,262	
05/03/2023	B	1,100,000.000	1.0000		- 1,100,000	1,100,000	
05/11/2023	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
05/31/2023	B	5,205,625.000	1.0000		- 5,205,625 *	5,205,625	
06/02/2023	B	2,980.380	1.0000		- 2,980	2,980	
06/07/2023	B	1,600,000.000	1.0000		- 1,600,000	1,600,000	
06/08/2023	B	5,684.000	1.0000		- 5,684	5,684	
06/22/2023	B	1,350,000.000	1.0000		- 1,350,000	1,350,000	
07/05/2023	B	3,854.260	1.0000		- 3,854	3,854	
07/06/2023	B	5,600,000.000	1.0000		- 5,600,000 *	5,600,000	
07/17/2023	B	1,151,781.250	1.0000		- 1,151,781	1,151,781	
07/25/2023	B	1,399,299.110	1.0000		- 1,399,299	1,399,299	
07/27/2023	B	250,000.000	1.0000		- 250,000	250,000	
07/31/2023	B	4,272,250.000	1.0000		- 4,272,250 *	4,272,250	
08/02/2023	B	8,155.630	1.0000		- 8,156	8,156	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 129 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
08/03/2023	B	1,400,000.000	1.0000		- 1,400,000	1,400,000	
08/07/2023	B	400,000.000	1.0000		- 400,000	400,000	
08/15/2023	B	1,620,000.000	1.0000		- 1,620,000	1,620,000	
08/31/2023	B	5,885,500.000	1.0000		- 5,885,500 *	5,885,500	
09/01/2023	B	1,400,000.000	1.0000		- 1,400,000	1,400,000	
09/05/2023	B	31,188.800	1.0000		- 31,189	31,189	
09/15/2023	B	2,801,750.000	1.0000		- 2,801,750 *	2,801,750	
Total For Buys				0	93,886,622	93,886,622	0
10/03/2022	S	- 1,341,968.630	1.0000		1,341,969	1,341,969	
10/11/2022	S	- 4,721,784.060	1.0000		4,721,784 *	4,721,784	
10/18/2022	S	- 3,264,087.800	1.0000		3,264,088 *	3,264,088	
10/19/2022	S	- 986,700.000	1.0000		986,700	986,700	
10/25/2022	S	- 1,347,859.110	1.0000		1,347,859	1,347,859	
11/03/2022	S	- 1,308,682.490	1.0000		1,308,682	1,308,682	
11/07/2022	S	- 4,201,092.120	1.0000		4,201,092 *	4,201,092	
11/18/2022	S	- 1,346,535.000	1.0000		1,346,535	1,346,535	
11/18/2022	S	- 1,279,293.890	1.0000		1,279,294	1,279,294	
11/29/2022	S	- 1,436,993.750	1.0000		1,436,994	1,436,994	
12/06/2022	S	- 1,025,411.830	1.0000		1,025,412	1,025,412	
12/07/2022	S	- 1,334,302.500	1.0000		1,334,303	1,334,303	
12/08/2022	S	- 2,739,247.860	1.0000		2,739,248 *	2,739,248	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 130 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
12/13/2022	S	- 1,329,907.500	1.0000		1,329,908	1,329,908	
12/27/2022	S	- 683.850	1.0000		684	684	
01/05/2023	S	- 1,041,808.250	1.0000		1,041,808	1,041,808	
01/06/2023	S	- 1,287,873.890	1.0000		1,287,874	1,287,874	
01/18/2023	S	- 1,334,313.750	1.0000		1,334,314	1,334,314	
01/23/2023	S	- 841,455.140	1.0000		841,455	841,455	
01/24/2023	S	- 1,323,068.250	1.0000		1,323,068	1,323,068	
01/25/2023	S	- 685.570	1.0000		686	686	
02/02/2023	S	- 2,616,008.080	1.0000		2,616,008	2,616,008	
02/03/2023	S	- 837,082.640	1.0000		837,083	837,083	
02/06/2023	S	- 244,252.500	1.0000		244,253	244,253	
02/16/2023	S	- 1,334,974.500	1.0000		1,334,975	1,334,975	
02/27/2023	S	- 390,966.110	1.0000		390,966	390,966	
03/01/2023	S	- 6,782,764.200	1.0000		6,782,764 *	6,782,764	
03/09/2023	S	- 2,761,864.000	1.0000		2,761,864 *	2,761,864	
03/21/2023	S	- 1,384,178.060	1.0000		1,384,178	1,384,178	
03/27/2023	S	- 690.850	1.0000		691	691	
04/06/2023	S	- 1,381,774.720	1.0000		1,381,775	1,381,775	
04/10/2023	S	- 1,916,200.500	1.0000		1,916,201	1,916,201	
04/11/2023	S	- 1,289,605.420	1.0000		1,289,605	1,289,605	
04/12/2023	S	- 1,535,024.460	1.0000		1,535,024	1,535,024	
04/18/2023	S	- 1,678,098.890	1.0000		1,678,099	1,678,099	

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 131 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
04/27/2023	S	- 1,367,741.670	1.0000		1,367,742	1,367,742	
05/04/2023	S	- 3,896,516.130	1.0000		3,896,516 *	3,896,516	
05/11/2023	S	- 1,376,112.500	1.0000		1,376,113	1,376,113	
05/25/2023	S	- 696.150	1.0000		696	696	
06/01/2023	S	- 5,105,319.390	1.0000		5,105,319 *	5,105,319	
06/08/2023	S	- 1,427,020.220	1.0000		1,427,020	1,427,020	
06/23/2023	S	- 698.920	1.0000		699	699	
07/06/2023	S	- 5,510,730.940	1.0000		5,510,731 *	5,510,731	
07/17/2023	S	- 987,888.890	1.0000		987,889	987,889	
07/18/2023	S	- 1,380,750.000	1.0000		1,380,750	1,380,750	
08/04/2023	S	- 1,384,584.830	1.0000		1,384,585	1,384,585	
08/08/2023	S	- 1,395,899.690	1.0000		1,395,900	1,395,900	
08/17/2023	S	- 3,928,353.100	1.0000		3,928,353 *	3,928,353	
08/21/2023	S	- 2,055,055.960	1.0000		2,055,056	2,055,056	
08/25/2023	S	- 704.160	1.0000		704	704	
08/29/2023	S	- 973,272.220	1.0000		973,272	973,272	
09/05/2023	S	- 2,812,638.310	1.0000		2,812,638 *	2,812,638	
09/06/2023	S	- 4,532,121.430	1.0000		4,532,121 *	4,532,121	
09/25/2023	S	- 707.420	1.0000		707	707	
09/29/2023	S	- 2,993,766.000	1.0000		2,993,766 *	2,993,766	
Total For Sells				0	98,777,820	98,777,820	0

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 132 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
Total Allspring Treas Plus Mm Inst				0	192,664,442	192,664,442	0
GRAND TOTAL				0	278,087,487	277,854,402	233,088

CATEGORY 4 - SINGLE TRANSACTION WITH ONE BROKER EXCEEDS 5% OF VALUE

Broker: Citadel Securities LLC

03/01/2023	Issue: 912828W48 - U S Treasury Nt 2.125% 2/29/24 B	3,000,000.000	.9708		- 2,912,344 *	2,912,344	
03/01/2023	Issue: 91282CEA5 - U S Treasury Nt 1.500% 2/29/24 B	3,000,000.000	.9648		- 2,894,297 *	2,894,297	
Total For Citadel Securities LLC				0	10,270,344	10,270,344	0

Broker: Goldman Sachs & Co. LLC

09/05/2023	Issue: 91282CCL3 - U S Treasury Nt 0.375% 7/15/24 B	3,000,000.000	.9582		- 2,874,609 *	2,874,609	
Total For Goldman Sachs & Co. LLC				0	19,897,020	19,897,020	0

Broker: Hsbc Securities, Inc.

10/17/2022	Issue: 912828V80 - U S Treasury Nt 2.250% 1/31/24 B	3,000,000.000	.9715		- 2,914,570 *	2,914,570	
Total For Hsbc Securities, Inc.				0	5,109,199	5,109,199	0

Broker: Mitsubishi Ufj Securities (USA)

01860604
31- -12-B -66 -278-04
0405 -11-00646-04



CITY DEERFIELD
ACCOUNT 4053402839

Page 133 of 133
Period from October 1, 2022 to September 30, 2023

FORM 5500 - REPORTABLE TRANSACTION SCHEDULE (continued)

DATE	BOUGHT/ SOLD	SHARES/ PAR VALUE	UNIT PRICE	EXPENSE INCURRED	PRINCIPAL CASH	TRANSACTION COST	REALIZED GAIN/LOSS
08/18/2023	Issue: 912828G38 - U S Treasury Nt B	2.250% 11/15/24 3,150,000.000	.9639		- 3,036,182 *	3,036,182	
Broker: Nomura Securities Intl., Fixed							
05/31/2023	Issue: 912828Y5 - U S Treasury Nt B	2.125% 9/30/24 3,000,000.000	.9650		- 2,895,000 *	2,895,000	
08/16/2023	Issue: 9128286R6 - U S Treasury Nt B	2.250% 4/30/24 3,000,000.000	.9782		- 2,934,727 *	2,934,727	
Total For Nomura Securities Intl., Fixed				0	5,829,727	5,829,727	0
Broker: Wells Fargo Securities, LLC							
10/07/2022	Issue: 912828D1 - U S Treasury Nt B	1.375% 8/31/23 2,800,000.000	.9746		- 2,728,906 *	2,728,906	
05/03/2023	Issue: 91282CBE0 - U S Treasury Nt B	0.125% 1/15/24 2,850,000.000	.9677		- 2,758,043 *	2,758,043	
Total For Wells Fargo Securities, LLC				0	6,460,582	6,460,582	0
GRAND TOTAL				0	25,948,678	25,948,678	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.

018606
-B -278

U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

000015607 14 SP 000638569735201 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. 2023-2208

Agenda Date: 11/14/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by the Deerfield Beach Historical Society for the "Art Stroll" Special Event taking place on 21st Avenue from 2nd to 4th Street on February 17, 2024 from 10:00 a.m. to 10:00 p.m. and February 18, 2024 from 10:00 a.m. to 6:00 p.m.; approving a waiver of fees; and providing for an effective date. (Funds from Account #001-7015-579-35-99 - Pioneer Days)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$2,910 (requested waiver of Fees)

Account Name: Pioneer Days

Account Number: 001-7015-579-35-69

Background/History

The Historical Society has submitted a special event application and a proposal requesting to take over the Festival of the Arts and rebrand it to Art Stroll. The Festival of the Arts is an annual Art Festival historically overseen by the Cultural Committee and City staff. Over the last few years, the Art Festival has declined in art vendors and attendance. In 2022, the City combined the Art Festival with Pioneer Days to help increase the event's attendance and lower the costs associated with the event. The Historical Society is requesting that the city provide (3) 10x20 tents for \$810, the tent for the bars that will run along Ocean Way for the event they are also requesting, and 42 parking spaces at \$25 per day for a total of \$2,100. The road closures and the event time will mirror the times and closures for Pioneer Days, which will not add any additional cost to the City. The City would run Pioneers Days from Hillsboro to 2nd, and Art Stroll would operate from 2nd to 4th Street.

Current Activity

The Festival of the Arts, previously managed by the Cultural Committee, has seen a decline in vendor participation and overall interest in recent years. The Historical Society believes they can reinvigorate and rebrand this event.

The Art Stroll will be a juried art event showcasing the talents of local and regional artists. The Historical Society envisions this event as a dynamic, artistic journey through the heart of our city, celebrating the rich cultural heritage of our community.

Fundraising Opportunity:

The proceeds from the Art Stroll will directly benefit the Historical Society, enabling them to continue preserving and promoting our local history. By managing this event, the Historical Society aims to create a sustainable source of funding that will support its mission and projects.

Collaboration with City Staff:

The Historical Society understands the importance of seamless coordination between Pioneer Days and the Art Stroll. The Historical Society will work closely with city staff to ensure both events complement each other and run smoothly, enhancing the overall experience for our residents and visitors.

This proposal represents a significant opportunity to strengthen the ties to the community and secure the financial future of our Historical Society.

The Cultural Committee was presented with the proposal for Art Stroll. Following the completion of the presentation, the committee requested one month to provide feedback. However, at the subsequent Cultural Committee meeting, it was discovered that a quorum was not met. To date, we have received the requested feedback from only one committee member, who expressed support for the Historical Society taking over Art Stroll.

Recommendation

Staff recommends the City Commission approve the Special Event Application for the Art Stroll.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE DEERFIELD BEACH HISTORICAL SOCIETY FOR THE “ART STROLL” SPECIAL EVENT TAKING PLACE ON 21ST AVENUE FROM 2ND TO 4TH STREET ON FEBRUARY 17, 2024 FROM 10:00 AM TO 10:00 PM AND FEBRUARY 18, 2024 FROM 10:00 AM TO 6:00 PM; APPROVING A WAIVER OF FEES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Historical Society (the “Applicant”) intends to hold the “Art Stroll” event on 21st Avenue from 2nd Street to 4th Street on February 17, 2024 from 10:00 a.m. to 10:00 p.m. and February 18, 2024 from 10:00 a.m. to 6:00 p.m. (the “Event”) in the City of Deerfield Beach (the “City”) concurrently with the City’s Pioneer Days event; and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event is open to the public, will include juried artwork placed along the site location, and involve the sale of alcohol; and

WHEREAS, the Applicant is requesting a waiver of all fees, including parking, City Staff, and tent fees, for a total fee waiver amount of \$2,910(the “Fee Waiver”); and

WHEREAS, the Applicant will be closing a portion of a local road, and will be selling alcohol at the Event, thereby requiring City Commission approval for the Event in accordance with Section 2-542(a) of the City Code; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application subject to the Applicant complying with all applicable federal, state, and local laws, and approve the Fee Waiver.

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 Application for the Event subject to the Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

Section 3. The City Commission hereby approves the Fee Waiver requested for the Event.

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

SPECIAL EVENT APPLICATION

Application Information	Organization Name: <u>DFB Historical Society</u>		Today's Date: <u>10.12.23</u>			
	Contact Name: <u>Judith Stanich</u>		Email Address: <u>judithofdfb@gmail.com</u>			
	Contact Phone (Home): <u>954 461 1152</u>		Contact Phone (Cell): <u>Same</u>			
	Address: <u>380 E. Hillsboro Blvd</u>		Fax: <u>561-368-0151</u>			
	City: <u>Deerfield Beach</u>		State: <u>FL</u> Zip Code: <u>33441</u>			
	Is this Organization ☐ For Profit ☒ Nonprofit* *If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					
Event Information	Name of Event: <u>Art Stroll</u>		Event Date: <u>Feb 17-18 2024</u>			
	Event Address: <u>21st Av between 2nd + 4th St</u>		City: <u>DFB</u>			
	State: <u>FL</u> Zip Code: <u>33</u>		Event Category: <u>Art + Culture</u>			
	Purpose of Event: <u>Juried art show</u> <u>Fund raising for DFB Historical Society</u>					
	Description of Event: <u>Juried Art Show</u>					
		Date	Day	Start Time	End Time	Anticipated Attendance
	Setup	<u>Fri 2-16</u>	<u>Fri</u>	<u>10 AM</u>	<u>5 PM</u>	<u>many</u>
	Event Day 1	<u>Sat 2-17</u>	<u>Sat</u>	<u>10 AM</u>	<u>5 PM</u>	<u>"</u>
	Event Day 2	<u>Sun 2-18</u>	<u>Sun</u>	<u>10 AM</u>	<u>5 PM</u>	<u>"</u>
	Event Day 3					
Break Down						
# of years event has been in existence? <u> </u>		Past Attendance: <u> </u>				
Previous Location(s): <u> </u>						
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary). Signature of Property Owner: <u> </u> Date: <u> </u> Phone: <u> </u>						
Printed name of Property Owner: <u> </u>						

Event
Information
(Continued from
page 1)

Will you require the use of a City park? If yes, please select park.

Will your event require the use of the beach? ☐ Yes ☒ No

If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.

Will your event need additional sanitation supplies? ☒ Yes ☐ No

Will you require the use of additional City staff/equipment? ☒ Yes ☐ No

Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No

If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way? ☒ Yes ☐ No

If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No

If yes, how many space are you requesting?

* Are you requesting any of the above fees to be waived by the city? ☒ Yes ☐ No

If yes, what fees are you requesting waived?

All waiver of fee requests below must be approved by the City Commission.

Vendor
Information

Will your event be serving food? ☐ Yes ☒ No Number of Food Vendors:

Where will the food be prepared? ☒ On Site ☐ N/A Method used for cooking:

Vendor list provided to the City? ☐ Yes ☐ No

Food vendors have all permits/licenses required? ☐ Yes ☐ No

Number of other vendors: Vendor list provided to the City? ☐ Yes ☒ No

Additional
BSO/Building
Requirements

Will there be alcohol at this event? (Must be approved by City Commission) ☒ Yes ☐ No

If yes, has liquor license been issued? ☐ Yes ☒ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☒ Yes ☐ No

Tent Size	# of Tents	Tent Location
10 X 20	3-4	between 2nd + 4th St
10 X 10	42 (est)	along ocean way

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? ☐ Yes ☒ No

Will your event require electricity? ☒ Yes ☐ No

Type of electrical power to be used: ☒ N/A ☐ Generator

Will a generator be used? ☒ Yes ☐ No Size of Generator:

***A generator over 5KW/5000 Watts will require an additional permit.

Will gas equipment be used? ☐ Yes ☒ No

Type of fuel source:

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No									
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos									
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No									
	Type of amusement ride: N/A									
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No									
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☒ Yes ☐ No									
	<i>As per DFB</i> ***If closing FDOT roads, approval of the City Commission is required.									
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No									
Company Name: Contact Person: 										
Contact Number: Will safety equipment be used? ☐ Yes ☐ No										
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: deerfield-history.org									
	How do you plan on marketing your event? (select all that apply)									
	☒ Outdoor Banners ☐ Radio Ads ☒ Mailings ☒ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☒ Flyers ☐ Other									
	Promotional Signs/Banners:									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Butler House</td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Location:	Size:	Description:	Butler House				
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Location:	Size:	Description:								
Event Entertainment	Will the event have entertainment? ☐ Yes ☒ No									
	Will amplified sound equipment be used? ☐ Yes ☒ No									
	Will musical entertainment be used? ☐ Yes ☒ No									
	Please describe any type of entertainment and sound equipment below: 									
Miscellaneous	Are you charging a fee for the event? ☒ Yes ☐ No									
	How are the proceeds being used? misc.									
	Name of benefiting organization: DFB Historical Society									
	Contact Person: Judith Stanich Contact Phone Number: 954.461.1152									

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

DFB Historical Society (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 12 day of Oct, of 2023


Applicant Signature

Judith Stanek
Print Name

V.P. DFB HS.
Title

Witnesses

Signature

Print Name

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or email dfbspecialevents@deerfield-beach.com.

THE
Deerfield Beach
HISTORICAL SOCIETY

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2506
Cincinnati, OH 45201

Date: SEP 20 1999

Person to Contact:
Mark Pearce #31-04242

Deerfield Beach Historical Society Inc.
P.O. Box 755
Deerfield Beach, FL 33444

Telephone Number:
877-829-5500
Fax Number:
513-684-6936
Federal Identification Number:
23-7354089

85-8012628161C-4

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued on April 15, 1983 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 508(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

P.O. Box 755 DEERFIELD BEACH, FLORIDA 33443-0755 (954) 429-0378
WWW.DEERFIELD-HISTORY.ORG • EMAIL: HISTORY@DEERFIELD-HISTORY.ORG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Matthew Zielinski PHONE (A/C, No. Ext): (954) 943-5050 E-MAIL ADDRESS: matthew@furmaninsurance.com FAX (A/C, No): (954) 942-6310														
INSURED Deerfield Beach Historical Society 380 E Hillsboro Blvd. Deerfield Beach FL 33441	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Scottsdale Insurance Co</td><td>41297</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Co	41297	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 23/24 GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CPS7751053	3/10/2023	3/10/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Deerfield Beach is included as additional insured for General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

communityservices@deerfieldbe

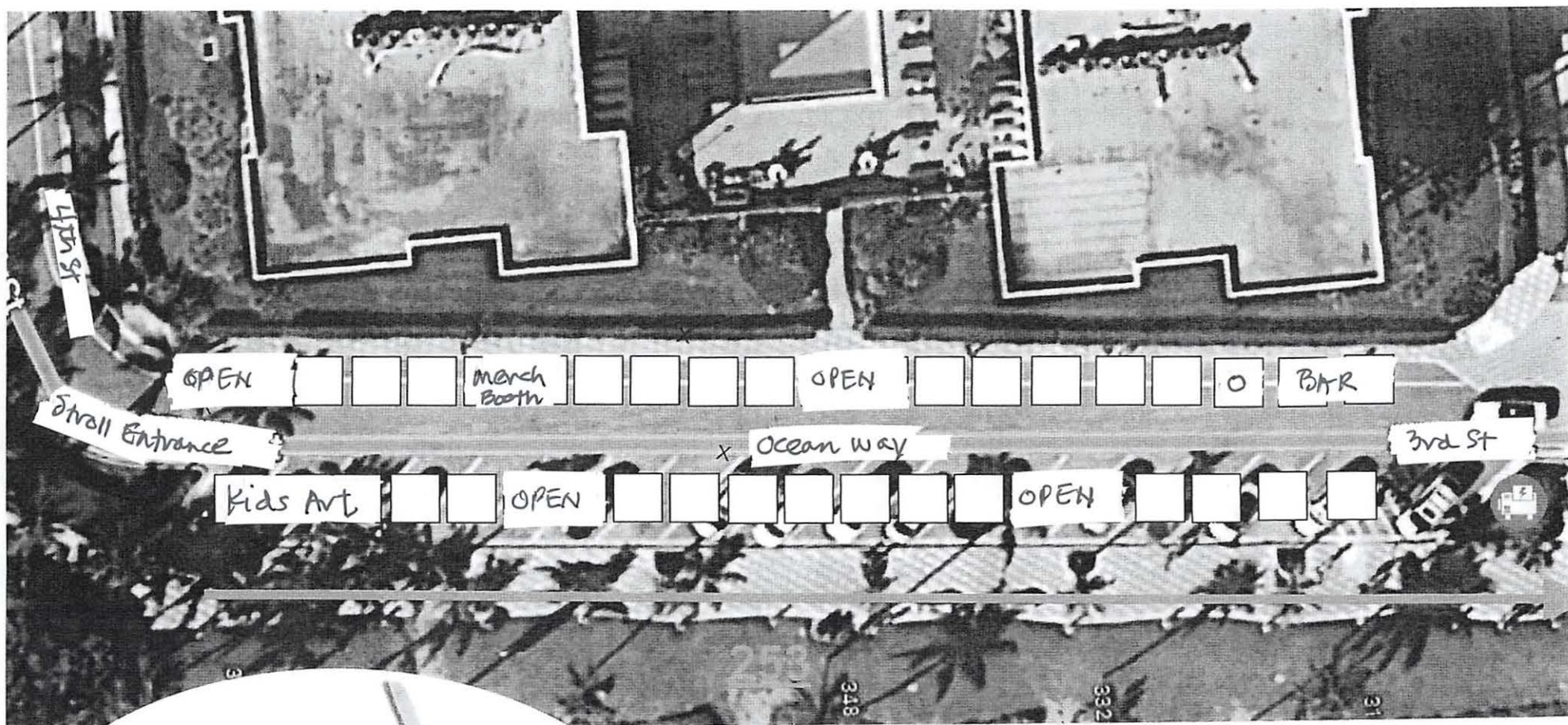
City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Mangum/LT

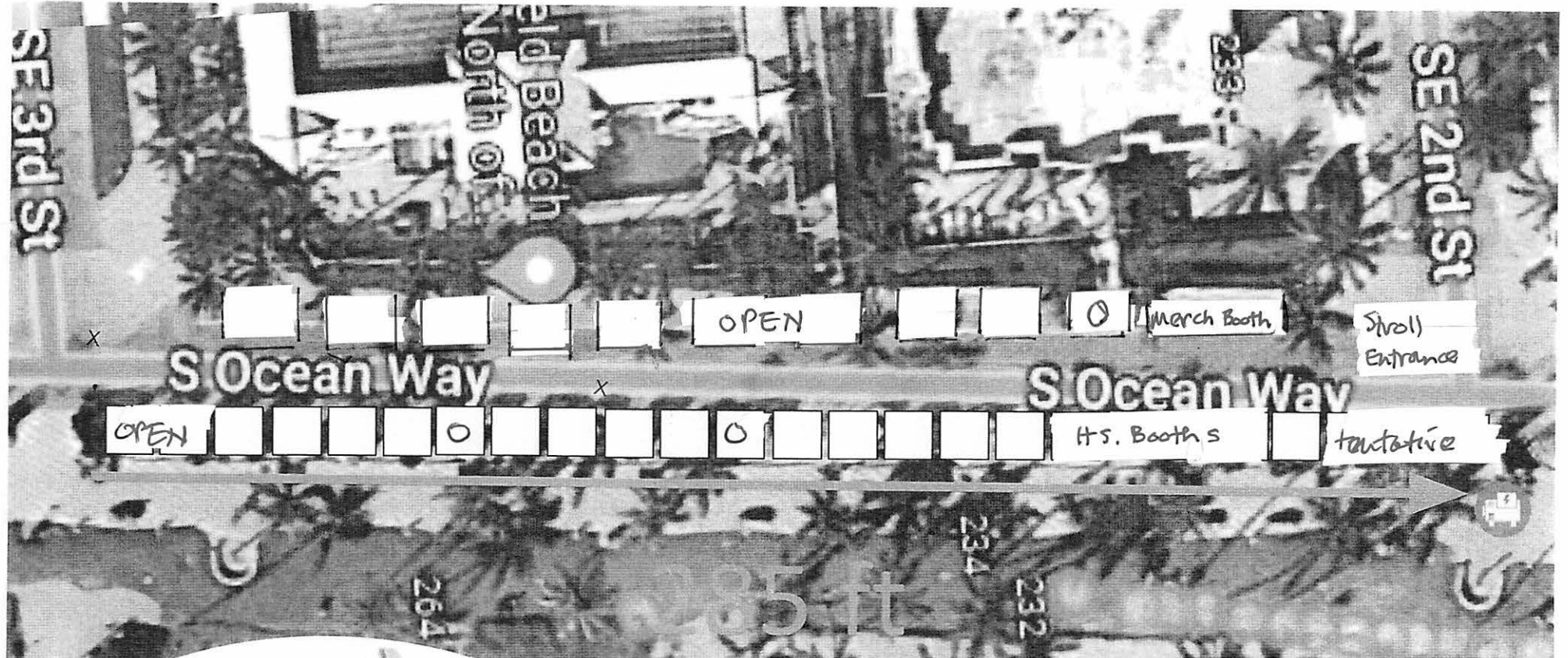
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Art Stroll

once know as the Festival of the Arts
 Co-Mingling with Pioneer Days Feb 16-17-18
 Sponsored by the DFB Historical Society
 Undetermined number of artists.

O = open



Art Stroll

once known as the Festival of the Arts

Co-inciding with Pioneer Days Feb 16-17-18

Sponsored by the DFB Historical Society

Undetermined number of artists at this point

O = open



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2209

Agenda Date: 11/14/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to AWC, Inc. to furnish and supply programmable logic control devices in an amount not to exceed \$33,645.68 for the City's West Water Treatment Plant in accordance with Section 38-116(3)(c)(2) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. (Funds from Account #413-5020-533-65-30 - CIP - Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$33,645.68

Account Name: CIP- Infrastructure

Account Number: 413-5020-533-65-30

Background/History

The City of Deerfield Beach, West Water Treatment Plant is in the process of replacing aging Siemens PLC devices as part of the water plant capital improvement plan. The PLCs, or programmable logic control devices, will replace ones that were installed in the east well field in the early 2000's as part of the West Water Plant Nano Filtration Plant upgrades. As part of the PLC replacement project, the new PLCs will allow for modernization of communications between well sites and the water plant and will allow for better redundancies during emergency situations such as hurricanes and unexpected outages. The new PLCs, in combination with modern radio and cellular devices, will increase communication speeds by a factor of 10.

Current Activity

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source Notification for West Water Plant programmable logic control (PLC) Hardware, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #24-04-VP.

Details of the Sole Source process are as follows:

- On October 6, 2023, the Sole Source Notification was issued and sent to three hundred ninety-eight (398) vendors via the e-Procurement Marketplace.
- Nine (9) vendors viewed the documents of the Sole Source Notification.

responses were received.

- On October 13, 2023 at 4:00 p.m. EST, responses to the Sole Source Notification were due. No

In accordance with the City's Procurement Code, Section 38-116,3(c)ii is the basis for the purchase of Programmable Logic Controller (PLC) units and supporting hardware for West Water Treatment Plant. The West Water Treatment Plant currently uses Siemens PLCs hardware for all water plant treatment facilities, storage facilities, and on and off site wells.

These PLC units are components for SCADA/telemetry communications with off-site equipment such as raw water production wells and storage tanks that are compatible with existing equipment currently being used in the City's West Water Treatment Plant. The sole source justification recommends AWC Inc. as the vendor for the items considered as sole source because they are the sole source authorized dealer for Siemens PLCs and supporting hardware.

The estimated expenditure is \$33,645.68; therefore, City Commission approval is required for the Sole Source purchase.

Recommendation

It is recommended that the City Commission approve the Sole Source purchase to AWC, Inc. to furnish and supply programmable logic control devices in an amount not to exceed \$33,645.68 for the City's West Water Treatment Plant in accordance with Section 38-116(3)(c) of the City's Procurement Code for sole source purchases.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO AWC OF LOUISIANA, INC. TO FURNISH AND SUPPLY PROGRAMMABLE LOGIC CONTROL DEVICES IN AN AMOUNT NOT TO EXCEED \$33,645.68 FOR THE CITY'S WEST WATER TREATMENT PLANT IN ACCORDANCE WITH SECTION 38-116(3)(c)(2) OF THE CITY'S PROCUREMENT CODE FOR SOLE SOURCE PURCHASES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Department of Environmental Services (the "Department") West Water Treatment Plant currently uses all Siemens Programmable Logic Controllers ("PLC") and hardware for all water treatment plant facilities, storage facilities, and on and off-site wells and were installed in the early 2000's as part of the West Water Plant Nano Filtration Plant upgrades; and

WHEREAS, these PLC units are components for SCADA/telemetry communications with off-site equipment such as raw water production wells and storage tanks that are compatible with existing equipment currently used in the City's West Water Treatment Plant; and

WHEREAS, the Department is in the process of replacing aging Siemens PLC devices as part of the water plants capital improvement plan; and

WHEREAS, the Department desires to purchase PLC devices to replace the aging devices for use at the west water treatment plant; and

WHEREAS, as part of the replacement project, the new PLC devices will allow for the modernization of communications between well sites and the water plant, and allow for better redundancies during emergency situations such as hurricanes and unexpected outages; and

WHEREAS, since the current system utilizes Siemens PLCs, AWC of Louisiana, Inc., is the exclusive authorized stocking distributor for Siemens PLCs and supporting hardware in the State of Florida; and

WHEREAS, on October 6, 2023, the Purchasing and Contract Administration Division posted Sole Source Notification #24-04-VP, and the notice was sent to 398 vendors via the e-Procurement Marketplace and identified October 13, 2023 as the expiration due date for responses to be submitted; and

WHEREAS, the Sole Source Notification was viewed by nine (9) vendors; and

WHEREAS, the Purchasing and Contract Administration Division received no responses to the Sole Source Notification; and

WHEREAS, Section 38.116(3)(c)(2)(ii) 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 method; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to AWC of Louisiana, Inc. (“AWC”) for the PLC devices for use at the City’s West Water Treatment Plant in the amount of \$33,645.68 (the “Purchase Order”); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the issuance of the Purchase Order to AWC in the amount of \$33,645.68.

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 and authorizes the issuance of the Purchase Order to AWC in the amount of \$33,645.68 for the sole source purchase of the PLC devices from AWC.

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 _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Vanessa Pierre-Pajotte, Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: October 16, 2023

RE: **West Water Plant PLC Hardware, Sole Source #24-04-VP**

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source Notification for West Water Plant PLC Hardware, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #24-04-VP. Details of the Sole Source process are as follows:

- On October 6, 2023, the Sole Source Notification was issued and sent to three hundred ninety-eight (398) vendors via the e-Procurement Marketplace.
- Nine (9) vendors viewed the documents of the Sole Source Notification.
- On October 13, 2023 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 Programmable Logic Controller (PLC) units and supporting hardware for West Water Treatment Plant. The West Water Treatment Plant currently uses all Siemens PLC's, hardware, and all of the water plant storage facilities and Wells for all of the plant's processes. These units are components for SCADA/telemetry communications with off-site equipment such as raw water production wells and storage tanks that are compatible with existing equipment currently being used in the City's West Water Treatment Plant. The sole source justification recommends AWC Inc. as the vendor for the items considered as sole source because they are the sole source authorized dealer for Siemens PLC's and supporting hardware.

The estimated expenditure is \$33,645.68; therefore, City Commission approval is required for this Sole Source purchase.

Page 2

In summary, AWC Inc. is the sole source authorized dealer for Siemens PLC's and supporting hardware for West Water Treatment Plant in the Municipal market for the State of Florida; therefore, City staff recommends the City award the purchase of the Programmable Logic Controller (PLC) units and supporting hardware, 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 Notification, Sole Source Justification Form, Sole Source Letter

c: Steven Urich, Assistant Director of Environmental Services
Joshua Niemann, Water Plant Superintendent



Date: January 24, 2022
RE: Authorized SIEMENS Distributor

The purpose of this letter is to provide documentation that the AWC Inc, is the exclusive authorized stocking distributor for all SIMATIC Automation products in Florida (PLC's, HMI, Ethernet Switches, Software, etc.). In addition, AWC Inc has access to products offered by the Digital Industries and Smart Infrastructure divisions of Siemens. This includes Sinamics Drives, MicroMaster Drives as well as Industrial Control, Molded Case Circuit Breakers, Safety Switches, and NEMA Motors, Motor Control Switchgear, Panelboards, Switchboards, Medium Voltage Switchgear and Low Voltage Switchgear.

AWC Inc has certified application engineers, local inventory and experienced automation and drives specialists to assist customers in the Florida area.

Please do not hesitate to call if you have any questions regarding this information.

Kristin Alexander

DI Partner Management
Siemens Digital Industries

Jon Duffie

PSS Channel Management
Siemens Smart Infrastructure



**Purchasing and Contract Administration Division
Sole Source Justification Form**

This form shall be completed and approved prior to all sole source purchases of \$5,000.00 and above.

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

- a. There is only one source or one reasonable source for the required commodity, service, or construction, or;
- b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;
- c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency.

Section A – Purchase Details

Requestor

Department	Environmental Services
Division	Water Plant
Point of Contact	Joshua Niemann
Phone Number	954-540-0447

Vendor

Company Name	AWC Inc.
Address	6655 Exchequer Drive Baton Rouge, LA 70809-5148
Phone Number	813-347-4502
Point of Contact and Title	Christopher Brodeur Technical Account Manager
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	No other vendors were contacted as the Siemens PLC's and supporting hardware devices are provided by a sole source vendor, AWC Inc.

Product or Service

Product/Service Name	S7 – 1200 PLC
Manufacturer	Siemens
Make/Model #	SC6ES72171AG400XB0
Price	\$33,645.68

Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No

Why is this price considered to be fair and reasonable? Based on the function of the PLC and the latest model available, the cost is in line with general industry standards.

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



**Purchasing and Contract Administration Division
Sole Source Justification Form**

Section B – Justification

This is a sole source because (choose any that apply):

- ☒ Sole provider of a licensed or patented good or service
- ☒ Sole provider of items compatible with existing equipment, inventory, systems, programs, or services.
- ☒ Sole provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
- ☒ Sole provider of factory-authorized warranty service
- ☒ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
- ☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific. AWC is the sole source authorized dealer for Siemens PLC's and supporting hardware. The West Water Treatment Plant currently uses all Siemens PLC's and hardware for all of the plant's processes. And all of the Water plant storage facilities and Wells.

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 <u>Joshua Niemann</u> Signature <u>9/13/2023</u> Date	2. Department Director <u>Priscilla Cygielnik</u> Signature <u>9/13/23</u> Date
---	--

3. Purchasing Manager

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ I 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.

<u>Bogdan Avasiloe</u> Signature	<u>10/20/2023</u> Date
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4. City Manager

I hereby certify that this purchase is a Sole Source.

<u>[Signature]</u> Signature	<u>10/25/23</u> Date
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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2210

Agenda Date: 11/14/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Blackburn Controls, Inc. d/b/a BCI Technologies to furnish General Electric Wireless Communication Hardware in the amount of \$59,668.15 for the City's West Water Treatment Plant in accordance with Section 38-116(3)(c)(2) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. (Funds from Account #413-5020-533-65-30 - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$59,668.15

Account Name: CIP- Infrastructure

Account Number: 413-5020-533-65-30

Background/History

In July of 2023, the West Water Treatment Plant radio and telemetry system became inoperable. After several attempts by water plant staff, General Electric, and Siemens, it was determined that the system could not be fixed and would require replacement. Water plant staff then started working with City consultants, Mckim and Creed, to create a new telemetry program and system that would support the modernization of the radio and telemetry systems. Since the current Supervisory Control and Data Acquisition (SCADA) system uses General Electric (GE) radios, it was determined that it would be in the best interest of the city and water plant to replace the aging GE radios with an in-kind, modernized, replacement. The GE radio will allow water plant staff communication modules via two independent systems. The first using low frequency radio channels and the second via cellular signals. This combination will allow for a redundancy within the system and will have automatic fail-overs should one of the communication modules fail.

Current Activity

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source notification for West Water Treatment Plant Wireless Communications Hardware, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #24-05-VP.

Details of the Sole Source process are as follows:

- The Sole Source Notification was issued on October 10, 2023 and sent to three hundred ninety-eight (398) vendors via the e-Procurement Marketplace.

- Five (5) vendors viewed the documents of the Sole Source Notification.
- Responses to the Sole Source Notification were due on October 17, 2023 at 2:00 P.M. EST.
- One (1) response was received and reviewed by the department.

The response was reviewed by the department and rejected for the following reasons:

Information and documentation provided regarding the radio equipment was deemed not acceptable and did not meet the standards of the equipment used by the City at the West Water Treatment Plant.

Environmental services staff are requesting approval from the City Commission to utilize the option of a Sole Source purchase in accordance with the City's Procurement Code, Section 38-116,3(c)ii for the purchase of General Electric Industrial radio equipment for Water Plant Operations. The West Water Treatment Plant currently uses parts and services from General Electric Industrial Communications (GE INDC). The radio units are components for SCADA/telemetry communications with off-site equipment such as raw water production wells, storage tanks and the West Water Treatment Plant and are compatible with existing equipment currently being used in the water treatment facility. The sole source justification recommends Blackburn Controls, Inc. dba BCI Technologies as the vendor for the items considered as sole source because they are the sole source authorized dealer for parts and services for General Electric Industrial Communications (INDC) radios and equipment.

Recommendation

It is recommended that the City Commission approve the Sole Source purchase of General Electric Industrial Communication equipment at the West Water Treatment Plant from Blackburn Controls Inc., dba BCI Technologies for an amount not to exceed \$59,668.15.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO BLACKBURN CONTROLS, INC. D/B/A BCI TECHNOLOGIES TO FURNISH GENERAL ELECTRIC WIRELESS COMMUNICATION HARDWARE IN THE AMOUNT OF \$59,668.15 FOR THE CITY'S WEST WATER TREATMENT PLANT IN ACCORDANCE WITH SECTION 38-116(3)(c)(2) OF THE CITY'S PROCUREMENT CODE FOR SOLE SOURCE PURCHASES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the current Supervisory Control and Data Acquisition System ("SCADA") radio system at the West Water Treatment Plant is aging and is in need of replacement; and

WHEREAS, the Department of Environmental Services desires to purchase wireless communications hardware consisting of cellular and radio equipment (the "Equipment") for use at the City's West Water Treatment Plant (the "Plant") that is compatible with the existing equipment currently being used by the Department; and

WHEREAS, the Plant currently utilizes parts and services from General Electric Industrial Communications, and Blackburn Controls, Inc. d/b/a BCI Technologies ("BCI"), is the exclusive representative and sole authorized dealer in the municipal market for the State of Florida for providing the requisite Equipment; and

WHEREAS, on October 10, 2023, the Purchasing and Contract Administration Division posted Sole Source Notification #24-05-VP, and the notice was sent to 398 vendors via the e-Procurement Marketplace and identified October 17, 2023, as the due date for responses to be submitted; and

WHEREAS, five (5) vendors viewed the Sole Source Notification, and the Purchasing and Contract Administration Division received one response from Doodie Calls, Inc.; however, the response was deemed not acceptable as the documentation provided did not meet the standards for the equipment used at the West Water Treatment Plant; and

WHEREAS, Section 38.116(3)(c)(2)(ii) 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 method; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to BCI for wireless communications hardware consisting of the Equipment for use at the Plant in the amount of \$59,668.15 (the "Purchase Order"); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the issuance of the Purchase Order to BCI in the amount of \$59,668.15.

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 and authorizes the issuance of the Purchase Order to BCI in the amount of \$59,668.15 for the sole source purchase of the Wireless Communication Hardware consisting of the Equipment from BCI.

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 _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Vanessa Pierre Pajotte, Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: October 19, 2023

RE: **West Water Treatment Plant Wireless Communications Hardware, Sole Source #24-05-VP**

The Purchasing and Contract Administration Division was recently engaged by the Environmental Services Staff to issue a Sole Source for West Water Treatment Plant Wireless Communications Hardware, in accordance with the City's procurement code requirements. The Purchasing and Contract Administration issued Sole Source Notification #24-05-VP. Details of the Sole Source process are as follows:

- The Sole Source Notification was issued on October 10, 2023 and sent to three hundred ninety-eight (398) vendors via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the Sole Source Notification.
- Responses to the Sole Source Notification were due on October 17, 2023 at 2:00 P.M. EST.
- One (1) response was received and reviewed by the department.

The response was reviewed by the department and rejected due to the following reasons:

- Information and documentation provided regarding the radio equipment was deemed not acceptable and did not meet the standards of the equipment used by the City at the West Water Treatment Plant.

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 radio equipment for Water Plant Operations. The West Water Treatment Plant currently uses parts and services from General Electric Industrial Communications (GE INDC). The radio units are components for SCADA/telemetry communications with off-site equipment such as raw water production wells and storage tanks that are compatible with existing equipment currently being used in the City's West Water Treatment Plant. The sole source justification recommends U.S. Water Services Corporation dba Blackburn Controls Incorporated dba BCI Technologies as the vendor for the items

considered as sole source because they are the sole source authorized dealer for parts and services for General Electric Industrial Communications (INDC) radios and equipment.

The estimated expenditure is \$59,668.15

In summary, U.S. Water Services Corporation dba Blackburn Controls Incorporated dba BCI Technologies is the sole source authorized dealer in the Municipal market for the State of Florida for General Electric Industrial Communications (INDC) radios and equipment used at the West Water Treatment Plant; therefore, City staff recommends the City to award the purchase of radio equipment for Water Plant Operations, 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 Notification, Sole Source Justification Form, Sole Source Letter

c: Steven Urich, Assistant Director of Environmental Services
Joshua Niemann, Water Plant Superintendent



**Purchasing and Contract Administration Division
Sole Source Justification Form**

This form shall be completed and approved prior to all sole source purchases of \$5,000.00 and above.

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

- a. There is only one source or one reasonable source for the required commodity, service, or construction, or;
- b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;
- c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency.

Section A – Purchase Details	
Requestor	
Department	Environmental Services
Division	Water Plant
Point of Contact	Joshua Niemann
Phone Number	954-540-0447
Vendor	
Company Name	BCI Technologies
Address	4939 Cross Bayou Blvd. New Port Richey, FL 34652
Phone Number	(407) 847-8848 X204
Point of Contact and Title	Phillip Yancey
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	No other vendors were contacted as the GE radio and cellular communication devices are provided by a sole source vendor, BCI Technologies.
Product or Service	
Product/Service Name	GE MDS Orbit MCR/ECR and Master Station
Manufacturer	General electric
Make/Model #	See specification
Price	\$59,668.15
Did you negotiate the terms or prices with the vendor? Yes ☐ No ☒	
Why is this price considered to be fair and reasonable? Based on the size of the chlorine and ammonia systems and the required maintenance and repairs, the cost is inline with general industry standards	
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	



**Purchasing and Contract Administration Division
Sole Source Justification Form**

Section B – Justification

This is a sole source because (choose any that apply):

- ☒ Sole provider of a licensed or patented good or service
- ☒ Sole provider of items compatible with existing equipment, inventory, systems, programs, or services.
- ☒ Sole provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
- ☐ Sole provider of factory-authorized warranty service
- ☒ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
- ☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific. BCI Technologies is the sole authorized dealer for parts and services for General Electric radios and equipment. This includes radios the city currently owns and operates at its West water treatment plant.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Requestor

Joshua Nismann

Signature _____ Date 09/13/2023

2. Department Director

Priscilla Cygisluk 9/14/23
Signature _____ Date _____

3. Purchasing Manager

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ / do not recommend ☐ this being certified as a sole source.

Required ☒ / not required ☐ to be advertised for a period of 7 business days before award.

Bogdan Avasiloe 10/20/2023
Signature _____ Date _____

4. City Manager

I hereby certify that this purchase is a Sole Source.

[Signature] 10/25/23
Signature _____ Date _____



Deerfield Beach

Florida

**Purchasing and Contract Administration Division
Sole Source Justification Form**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2174

Agenda Date: 11/14/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City of Deerfield Beach Public Transportation Agency Safety Plan; authorizing execution of the Plan; 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

Broward County (County) and the City of Deerfield Beach (City) entered into an Interlocal Agreement (ILA) for the Community Shuttle Program (CSP), effective September 30, 2019, to provide transit service to the local community. The ILA has several standard conditions by which the City, as a subrecipient of federal funding through the CSP, must comply with to continue to provide transportation services. One of those conditions is to adopt the principles and methods of Safety Management Systems (SMS) via an approved Public Transportation Agency Safety Plan (PTASP).

Current Activity

On July 5, 2023, Broward County Transit (BCT) staff met with all CSP partners to discuss the minimum requirements for the PTASP and outlined what the document should include. BCT provided CSP partners with a template prepared by their consultant, CTS Engineering, Inc. to assist with the development of each City's PTASP.

The 2023 City of Deerfield Beach Public Transportation Agency Safety Plan adheres to the fundamentals and framework of SMS and reflects the specific safety objectives, standards, and priorities for the City, including the following required elements:

- Documents the processes and activities related to SMS implementation;
- Includes performance targets based on the safety performance criteria established under the National Public Transportation Safety Plan (NSP), and the state of good repair standards established in the regulations that implement the National Transit Asset Management System and included in the NSP;
- Complies with the minimum performance standards authorized through the National Public Transportation Safety Plan (NSP);
- and,
- Adheres to recordkeeping requirements in accordance with the Code of Federal Regulations (CFR) - Part 673, subpart D.

Establishes a process and timeline for conducting an annual review and update of the PTASP; The PTASP and subsequent updates must be approved by the City of Deerfield Beach and executed by the authorized executive.

Recommendation

It is recommended that the City Commission approve and adopt the 2023 City of Deerfield Beach Public Transportation Agency Safety Plan (PTASP) and authorize execution of the plan.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE CITY OF
DEERFIELD BEACH PUBLIC TRANSPORTATION AGENCY
SAFETY PLAN; AUTHORIZING EXECUTION OF THE PLAN;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Broward County (“County”) and the City of Deerfield Beach (“City”) entered into an Interlocal Agreement (“ILA”) for the Community Shuttle Program (“CSP”) to provide transit service to the local community; and

WHEREAS, as a subrecipient of the federal funding through CSP, the City must comply with several conditions to provide transportation services, one of which is to adopt the principals and methods of Safety Management Systems (“SMS”) through an approved Public Transportation Agency Safety Plan (“Plan”); and

WHEREAS, City Staff has prepared the required Plan, attached and incorporated herein as Exhibit “A”, in accordance with the fundamentals and framework of SMS, and to reflect the specific safety objectives, standards, and priorities for the City; and

WHEREAS, the Plan and subsequent amendments 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 and authorize execution of the Plan, 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 hereof.

Section 2. The City Commission hereby approves the Plan, attached as Exhibit “A”.

Section 3. The City Manager is authorized to execute the Plan, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

October 2023



City of Deerfield Beach Public Transportation Agency Safety Plan (PTASP)

Prepared by:
City of Deerfield Beach
Department of Community Services

Contents

Introduction 4

 PTASP Rule and Requirements..... 4

 Agency Overview 5

 Safety Objectives and Performance Targets..... 10

 Agency Coordination..... 11

 Commonly Used Acronyms..... 12

 Definitions of Terms 13

Safety Management System (SMS) Framework 17

 I: Safety Management Policy 19

 II: Safety Risk Management..... 28

 III: Safety Assurance 33

 IV: Safety Promotion 39

State of Florida Requirements..... 41

Introduction

This document serves as the City of City of City of 's Public Transportation Agency Plan (PTASP) for its Broward County Transit (BCT) Community Shuttle Program (CSP) transit system located in Broward County, Florida. It is intended to encompass all current and future operations, services and projects and applies to all activities which involve planning, design, procurement, installation and testing of equipment or facilities, operations, maintenance, support activities, and the environment in which the transit system operates.

PTASP Rule and Requirements

The City of is committed to comprehensive safety planning. As an operator of a small public transportation system that receives Federal Financial assistance under Title 49 of the United States Code (USC), the City of is subject to FTA's 49 CFR Part 673 Final Rule and as delineated in Florida Administrative Code Section 14-90.004(1), has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of its public transportation system.

The plan incorporates the framework and principles of SMS for the City of CSP operations and all applicable Subcontracted organization(s) to the extent practical and consistent with applicable requirements for each SMS component: I) Safety Management Policy, II) Safety Risk Management, III) Safety Assurance, and IV) Safety Promotion. The PTASP adheres to the fundamentals and framework of SMS and reflects the specific safety objectives, standards and priorities for BCT's CSP and the City of Deerfield Beach including the following required elements:

- ✓ The Safety Plan and subsequent updates will be signed by the Accountable Executive and approved by the City of .
- ✓ The Safety Plan documents the processes and activities related to SMS implementation.
- ✓ The Safety Plan includes performance targets based on the safety performance criteria established under the National Public Transportation Safety Plan (NSP), and the state of good repair standards established in the regulations that implement the National Transit Asset Management System and included in the NSP.
- ✓ The Safety Plan will comply with the minimum performance standards authorized through the National Public Transportation Safety Plan (NSP)
- ✓ The City of Deerfield Beach will establish a process and timeline for conducting an annual review and update of the Safety Plan.
- ✓ The City of Deerfield Beach will maintain the Safety Plan in accordance with the recordkeeping requirements in subpart D of Part 673.

Issuance and Update

The SMS plan will be reviewed and updated, as applicable, annually beginning on the date of issuance. Immediate changes to the Public Transportation Agency Safety Plan (PTASP) SMS procedures deemed paramount to safety mitigation may be authorized via a signed SMS Immediate Policy Amendment Change Memo that has been reviewed and approved by the City's designated Director of Community Services.

For these immediate changes, the Chief Safety Officer will be responsible for ensuring communication to all concerned parties through established internal communication venues and the update will be noted on the PTASP Activity Log by the Chief Safety Officer.

Scope and Objectives

The SMS has been established consistent with business needs and regulatory impetus. The SMS is designed to reduce safety risks to an acceptable level through a continuous process of hazard identification and safety risk management practices to achieve the following goals:

- Reducing transit safety, employee, and environmental risks by better managing the City of 's CSP safety risks and setting goals to eliminate or reduce risks.
- Communication of safety risks to employees and their roles and responsibilities related to risks.
- Increase awareness of safety issues at all levels, thereby providing a better framework/structure for management to play a leadership role in addressing safety concerns.
- Continuous improvement of Contractor organization SMS and risk controls.
- Compliance with all applicable state and federal regulations.
- Foster a culture of change management so that safety issues are identified, and risks are eliminated or reduced in the planning process and delays or other impediments to business goals are avoided.

The SMS applies specifically to all Contracted organizations subject to Florida Department of Transportation and the Federal Transit Administration regulation on SMS and all City of 's CSP operations.

Agency Overview

Broward County is in southeast Florida and is bordered by 2 counties: Palm Beach County to the north, and Miami-Dade County to the south. As part of BCT's CSP, the City of entered an Interlocal Agreement (ILA) on September 30, 2019 to provide transit service to the local community.

BCT's CSP is a collaborative transit service that operates in partnership with Broward County municipalities. The partnership is bound by an ILA in which the County provides funding and propane-fueled buses to the municipalities and the municipalities operate a

pre-defined local fixed-route shuttle service with designated bus stops in their communities.

According to the U.S. Census Bureau, the City of Deerfield Beach had an estimated residential population of 86,859 in 2022. The City of Deerfield Beach provides fixed-schedule service on 2 routes. Most routes operate between 8am – 4pm on weekdays and 8am – 4pm on weekends (excluding 12pm-1pm). Routes are designed to complement the County’s Fixed-Route system and to provide increased mobility and connectivity options in areas within the community that larger buses are unable to serve. The City of Deerfield Beach is responsible for the overall planning of the service, including bus stop locations. Assisted by BCT staff, the City of Deerfield Beach determines the major origins and destinations to be served by the route. Modifications to the routes are allowed; however, implementation must coincide with the schedule established by the County for Fixed-Route service. Travel times used for the implementation of bus schedules are calculated by BCT staff. Bus operator training, printed bus schedules, and shuttle/bus stop signs are provided by BCT. The City of Deerfield Beach must provide monthly passenger boarding/ridership reports to BCT and maintain performance of a minimum average of 7.1 Passengers Per Revenue Service Hour per route during any rolling twelve (12) month period in order to remain qualified for the CSP.

Funding is paid quarterly in advance to municipalities in advance for operations and maintenance (O&M) at an established O&M rate for the total vehicle hours of the service. Propane-fueled buses equipped with wheelchair securements and bicycle racks are purchased by BCT and leased to municipalities for \$10.00 per bus annually. Should municipalities choose to purchase non-propane-fueled buses, the County will reimburse municipalities on a per-vehicle basis up to the County’s current purchase price of a propane-fueled bus less the propane conversion or similar type vehicle from the Florida state contract.

Capital assets that the City of Deerfield Beach owns, leases (from BCT), operates, maintains, or has a direct capital responsibility comprises of the following asset categories:

Rolling Stock

Two (2) vehicles for transporting of passengers (through ILA)

Three (3) spares (owned by City of Deerfield)

One (1) Non-revenue service vehicles for use in its daily operations

Equipment

One (1) Rotary Lift(s) used for vehicle maintenance

Facilities

One (1) Maintenance Facility located on the City of 's property at 401 SW 4th Street, Deerfield Beach, Florida 33441

Transit Agency Information

Transit Agency Name	City of Deerfield Beach		
Transit Agency Address	227 NW 2 nd Street, Deerfield Beach, Florida 33441		
Name and Title of	Jonathan Salas, Director of Community Services		
Name of Chief Safety Officer or SMS Executive	Assistant Director of Community Services		
Mode(s) of Service Covered by this Plan	Fixed-route bus	List All FTA Funding Types (e.g., 5307, 5337, 5339)	5307
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Subcontracted – Limousines of South Florida		
Does the agency provide transit services on behalf of another transit agency or entity?	Yes X	No 	Description of Arrangement(s) Community Shuttle Program - Interlocal Agreement with Broward County Transit
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service is Provided	Broward County Transit 1 N. University Drive, Suite 3100A Plantation, FL 33324		

Plan Development Approval and Certification of Compliance

The City of CSP's Chief Safety Officer/ SMS Executive ensures that the Public Transportation Agency Safety Plan (PTASP) is developed, implemented, and maintained in an appropriate and effective manner. Any changes in policy, organization, rules, regulations, or operations necessitating plan adjustments are to be accomplished within the established guidelines of this plan and require review and approval by the Accountable Executive and/or Chief Safety Officer. The PTASP will have ongoing updates as necessary, including changes that will be implemented immediately. All updates to the plan will be recorded on the PTASP activity log of this plan.

Name of Entity That Drafted This Plan	City of Deerfield Beach	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity that Approved This Plan	Date of Approval
	Relevant Documentation (Title and Location)	
Certification of Compliance	Name of Individual/Entity that Certified This Plan	Date of Certification
	Relevant Documentation (Title and Location) A paper copy of the approved PTASP is maintained on file in the Assistant Director office – 227 NW 2 nd St. Deerfield Beach, FL 33441	

Plan Review and Modification

The City of 's Community Services Director, Community Services Assistant Director, and Bus Coordinator will review the PTASP annually beginning the date of issuance, then forward to the City Manager for review and approval. At the time of review, City of will discuss performance targets and any other safety hazards identified previously. The plan will have ongoing updates as necessary including changes that will be implemented immediately. Any updates to the plan will be recorded on the activity log of this plan. This Agency Safety Plan addresses all applicable requirements and standards for Small Transit Agencies as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

Revision Number	Section/Pages Affected	Reasons for Change	Date Issued
Original			XXXX

Safety Objectives and Performance Targets

This section specifies performance targets based on the safety performance measures established under the National Public Transportation Safety Plan (NSP) and the state of good repair standards established in the regulations that implement the National Transit Asset Management System which are included in the NSP.

It is the mission of the City of Deerfield Beach to provide safe, reliable public transit services to its community. In order to implement the City of Deerfield Beach's safety policies, goals, and objectives, this plan requires coordination, integration, communication, and cooperation among all directors, managers, supervisors, departments, and City of Deerfield Beach employees.

Safety performance targets, as defined in CFR Part 673.5 are to be compiled after reviewing the previous 5 years of performance data for:

- Fatalities: Total number of reportable fatalities and rate of fatalities per total vehicle revenue miles (VRM), by mode.
- Injuries: Total number of reportable injuries and rate of injuries per total vehicle revenue miles, by mode.
- Safety Events: Total number of reportable events and rate of events per total vehicle revenue miles, by mode.
- System Reliability: Average distance between major mechanical failures, by mode.

The City of Deerfield Beach has set the following performance targets for the CSP based on the safety performance criteria established under the National Public Transportation Safety Plan (NSP).

Mode of Transit Service	Fatalities (total)	Fatalities (per 100 thousand VRM)	Injuries (total)	Injuries (per 100 thousand VRM)	Safety Events (total)	Safety Events (per 100 thousand VRM)	System Reliability MDBF (Miles)
Community Shuttle	0	0.0	9	0.568	12	0.946	3,420

A reportable safety event is defined in CFR Part 673.5 as any accident, incident, or occurrence.

Agency Coordination

This section describes the coordination with FDOT and the Broward Metropolitan Planning Organization (MPO) in the selection of State and MPO safety performance targets.

To aid in the planning process, the City of Deerfield Beach will make its safety performance targets available to the FDOT and the Broward MPO each year after its formal adoption by the City and will also coordinate with both in the identification of safety performance targets.

BCT shares the safety performance targets with the Broward Metropolitan Planning Organization (MPO) and the City of Deerfield Beach each year prior to the PTASP's annual update. BCT also provides the performance targets to the Florida Department of Transportation (FDOT) Central Office Transit Safety Programs Manager. City of Deerfield Beach personnel are available to coordinate with FDOT and the Broward MPO in the selection/coordination of State and MPO safety performance targets upon request.

Targets Transmitted to State	State Entity Name	Transmittal Date
	Florida Department of Transportation District 4	10/28/2022
Targets Transmitted to MPO	MPO Name	Transmittal Date
	Broward MPO	10/28/2022

Commonly Used Acronyms

The following acronyms apply to all related information in this manual

ADA	Americans with Disabilities Act of 1990
AE	Accountable Executive
ALARP	As Low as Reasonably Practicable
ASP	Agency Safety Plan (also referred to as PTASP in Part 673)
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CONTR	Subcontractor
CSO	Chief Safety Officer
CSP	Community Shuttle Program
CT	Community Transit
DIR	Director
FAC	Florida Administrative Code
FDOT	Florida Department of Transportation
FTA	Federal Transportation Administration
FM	Fleet Manager
GM	General Manager
OM	Operations Manager
NM	Near Miss
POC	Point of Contact
NSP	National Public Transportation Safety Plan
NTD	National Transit Database
NTSB	National Transportation Safety Board
PTASP	Public Transit Agency Safety Plan (Replaces SSPP)
RA	Risk Assessment
SA	Safety Assurance
SMS	Safety Management System
SMT	Site Management Team
SRA	Safety Risk Assessment
SRM	Safety Risk Management
SSP	System Security Plan
SSPP	System Safety Program Plan (Replaced by PTASP)
TASC	Transit Agency Safety Council
TAM	Transit Asset Management

Definitions of Terms

The following definitions apply to all related information in this manual.

Accident – an Event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transit vehicles; an evacuation for life safety reasons; at any time, whatever the cause.

Accountable Executive – a single, identifiable person who has ultimate responsibility for carrying out the agency's Public Transportation Agency Safety Plan (PTASP) and Transit Asset Management Plan (TAMP); and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAMP, in accordance with 49 U.S.C. 5326.

Audit – an examination of records and related materials, including, but not limited to, those related to financial accounts.

Broward County Transit – the County's Fixed Route/ADA public transportation system serving unincorporated Broward County and local municipalities within Broward County, Florida.

Chief Safety Officer or SMS Executive – an adequately trained individual who has the responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.

Community Shuttle Program – a collaborative transit service that operates in partnership with municipalities in Broward County. The partnership is bound by an Interlocal Agreement (ILA) in which Broward County provides funding and buses to the municipalities, and the municipalities operate a pre-defined local fixed-route shuttle service with designated bus stops in their communities.

Community Transit: Transit service provided via BCT's CSP.

Contractor – municipality participating in the Broward County Transit Community Shuttle Program under an Interlocal Agreement (i.e. contract) and is accountable on the terms of the agreement.

Corrective Action Plan – a plan developed by recipient that describes the actions the recipient will take to minimize, mitigate, correct, or eliminate risks and hazards, and the schedule for taking those actions. Either BCT, a State Safety Oversight Agency (FDOT), or FTA may require a transit agency to develop and carry out a corrective action plan.

Equivalent Authority – an entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.

External Service Provider – performs operations, maintenance, safety, or risk management services related to transit service delivery from outside a recipient's immediate organizational structure and work is performed under an inter or intra governmental agreement, statute or regulation, not a contract.

Event – any Accident, Incident, or Occurrence.

Florida Department of Transportation (FDOT) – state agency that administers rules and regulations as outlined in Florida Administrative Code Chapter 14-90

Florida Administrative Code Rule Chapter 14-90 – is the official compilation of the administrative rules and regulations of state agencies that outlines state law regarding bus systems specific to operational, maintenance, and safety rules concerning public transportation.

Hazard – any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of the transit system or damage to the environment.

Hazard Report – a report filed regarding a hazard identified in the workplace.

Incident – an Event that involves any of the following: a personal injury that is not a serious injury, one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the transit agency.

Investigation – the process of determining the casual and contributing factors of an accident, incident or hazard for purpose of preventing reoccurrence and mitigating risk to the lowest manageable level practicable.

National Public Transportation Safety Plan – a plan to improve the safety of all public transit systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Near Miss – a safety event where conditions with potential to generate an accident, incident, or occurrence existed, but where an accident, incident, or occurrence did not occur because the conditions were contained by chance or by existing safety risk mitigations.

Near Miss Report – a report filed from a narrowly avoided collision or other accident.

Occurrence – an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of the transit agency.

Operator – a public transportation system provider of public transportation as defined under 49 U.S.C. 5302.

Performance Measure – an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets as prescribed by the National Public Transportation Safety Plan for the following: 1) fatalities; 2) injuries; 3) safety events; and 4) system reliability

Performance Target – a specific quantifiable safety performance level related to safety management activities established in the National Public Transportation Safety Plan (NSP)

Public Transportation Agency Safety Plan (PTASP) – documented comprehensive agency safety plan as required by 49 U.S.C. 5329 and Part 673.

Recipient – a State or local government authority, or any other operator of public transportation that receives financial assistance under 49 U.S.C. Chapter 53. The Term “recipient” includes State Safety Oversight Agencies.

Recordable Injury – injury resulting in lost time at work.

Reporting Manager – an employee’s direct supervisor.

Risk – the composite of predicted severity and likelihood of the potential effect of a hazard

Risk Assessment – a systematic study or examination and determination of a hazard to establish the significance or value of the risk.

Risk Mitigation – a method or methods to eliminate or reduce the effects of hazards to its lowest manageable level practicable.

Root Cause – The exact cause of an incident or accident where had the root cause found not to be present, the accident or incident would not have happened.

Safety Assurance – the processes within the transit agency’s Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation; and to ensure that the transit agency meets or exceeds its safety objectives and activities through the collection, analysis, and assessment of information.

Safety Management Policy – the transit agency’s documented commitment to safety, which defines the agency’s safety objectives and the accountabilities and responsibilities of its employees regarding safety.

Safety Management System – the formal, top-down organization-wide approach to managing safety risk and assuring effectiveness of the agency’s safety risk mitigation. SMS includes effective systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target – a performance target related to safety management activities.

Safety Promotion – a combination of training and communication of safety information to support SMS policy and procedure practices throughout the transit agency as applied to the agency's public transportation system.

Safety Review – an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

Safety Risk Management – a process within the transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious Injury – an injury which (1) requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves an internal organ; or (5) involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider – means a recipient or subrecipient of Federal financial assistance under U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State of Good Repair – the condition in which a capital asset can operate at a full level of performance.

State Safety Oversight Agency – an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329 and the regulations set forth in 49 CFR part 659 or 49 CFR part 674.

Subcontractor – entity that provides operations and/or maintenance services to a municipality participating in the BCT CSP under a subcontract and is accountable on the terms of the subcontract.

Transit Agency – an operator of a public transportation system

Transit Asset Management (TAM) – the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, costs over their life cycles, for purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

Transit Asset Management Plan (TAM) – a plan developed for Broward County Transit pursuant to 49 CFR part 625 that includes, at minimum, capital asset inventories and condition assessments, decision support tools, and investment prioritization.

Safety Management System (SMS) Framework

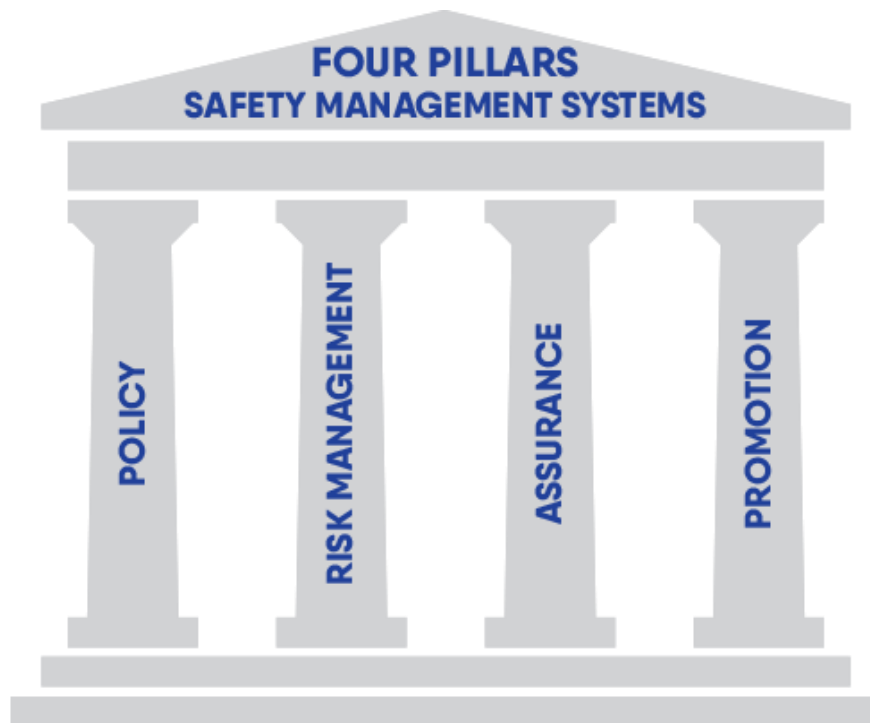
This section outlines the SMS Framework incorporated under the PTASP by the City of Deerfield Beach, including:

Safety Policy – Establishes senior management’s commitment to continually improve safety; defines the methods, processes, and organizational structure needed to meet safety goals.

Safety Risk Management – Determines the need for, and adequacy of new or revised risk controls based on the assessment of acceptable risk.

Safety Assurance – Evaluates the continued effectiveness of implemented risk control strategies; supports the identification of new hazards.

Safety Promotion – Includes training, communication, and other actions to create a positive safety culture within all levels of the workforce.



Safety Management Policy

- ❖ *A transit agency must establish its organizational accountabilities and responsibilities and have a written statement of safety management policy that includes the agency's safety objectives.*
- ❖ *The safety management policy must be communicated throughout the agency.*
- ❖ *A transit agency must establish and implement a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action.*
- ❖ *The transit agency must establish the necessary authorities, accountabilities, and responsibilities for the management of safety amongst the following individuals within its organization, as they relate to the development and management of the transit agency's Safety Management System (SMS).*
- ❖ *The transit agency must identify an Accountable Executive. The Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented throughout the agency's public transportation system. The Accountable Executive is accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the Accountable Executive.*
- ❖ *The Accountable Executive must designate a Chief Safety Officer or SMS Executive who has the authority and responsibility for day-to-day implementation and operation of an agency's SMS. The Chief Safety Officer or SMS Executive must hold a direct line of reporting to the Accountable Executive. A transit agency may allow the Accountable Executive to also serve as the Chief Safety Officer or SMS Executive.*
- ❖ *A transit agency must identify those members of its leadership or executive management, other than an Accountable Executive, Chief Safety Officer, or SMS Executive, who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.*
- ❖ *A transit agency may designate key staff, groups of staff, or committees to support the Accountable Executive, Chief Safety Officer, or SMS Executive in developing, implementing, and operating the agency's SMS.*

I: Safety Management Policy

Safety Management Policy Statement

The City of Deerfield Beach is committed to providing a safe, comfortable, and accessible transit service as a viable means of mobility to the citizens and visitors of the City. Safety is the number one (1) priority and is a core value to the City of Deerfield Beach. To ensure the highest level of safety performance we are implementing, developing and improving strategies, management systems, and the processes to ensure that all our activities uphold to the highest level of safety performance. We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledge that safety is paramount always. Delegated Executive Management will lead all transit service activities, from project planning through operations and maintenance with a balanced allocation of organizational resources to support this goal. Any outside Subcontractor who is in service to the City of Deerfield Beach has the duty to adhere to the City's Public Transportation Agency Safety Plan (PTASP); to recognize, report and correct hazards; to work in a safe manner; to promote safety awareness; and to actively assist in accident prevention.

All levels of management and all employees are accountable for the delivery of the highest level of safety performance, starting with the Director of Community Services Department. The Chief Safety Officer is responsible for ensuring that all employees and Subcontractors will support safety management by ensuring that hazards are identified and reported and that all reasonable steps are taken to perform activities established as part of the Safety Management System (SMS). Each department manager is also responsible for implementing the SMS in their transit area of responsibility and actively support and promote the SMS ensuring staff compliance with all processes and procedures. We will also work to ensure that all frontline transit employees are provided with adequate and appropriate safety information and training and are competent in safety matters.

The City of Deerfield Beach will minimize the safety risk associated with transit service to its lowest level practicable and whenever possible, exceed legislative and regulatory requirements and standards. We will foster an open communication system whereby employees at all levels are encouraged to report all safety hazards and concerns without fear of reprisal.

The City of Deerfield Beach has established safety performance targets to help measure the overall effectiveness of its processes and ensure the transit system meets the City's PTASP safety objectives. The City will evaluate ongoing City of Deerfield Beach SMS performance by analyzing key safety performance indicators, reviewing inspections, investigations and corrective action reports, and auditing the processes that support the SMS which will become the basis for revising or developing safety

objectives, safety performance targets and plans with the goal of continuous safety improvement.

The City of Deerfield Beach will:

- Provide appropriate resources to comply with all federal, state, and local safety-related requirements, rules, and standards for development and implementation of SMS activities within the Public Transportation Agency Safety Plan (PTASP).
- Enhance hazard identification and analysis, and safety risk evaluation activities to include: (1) establish and measure our safety performance against realistic, data-driven safety performance indicators and targets; (2) develop an employee safety reporting program that supports continuous improvement and (4) ensure externally supplied systems and services meet all transit safety performance standards.
- Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program (unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures).

The SMS Executive Management Team for the City of Deerfield Beach's CSP transit system hereby adopts the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation. All rules, regulations, policies, guidance, best practices, and technical assistance administered will, to the extent practical and consistent with legal and other applicable requirements, follow the principles and methods of SMS.

The signatures in this section attest that this plan is understood, accepted and approved; and that the Key SMS Management Team is fully committed to implementing SMS through the City's Public Transportation Agency Safety Plan (PTASP) and achieving its safety goals and objectives.

(Accountable Executive) –Signature

Date

(Chief Safety Officer/SMS Executive) – Signature

Date

Annual Safety Certification and Adoption

Annual Safety Certification and Adoption

Date: 12/01/2023

Name: City of Deerfield Beach – Broward County Transit Community Shuttle Program

Address: 150 NE 2nd Ave
Deerfield Beach, FL. 33441

In accordance with FTA 49 CFR Part 673 Final Rule, the bus system named above hereby adopts and certifies to the following:

1. The adoption and update of an Agency Safety Plan (ASP), formerly called the System Safety Program Plan (SSPP), and a Security Program Plan (SPP), in accordance, and at a minimum, with the established standards set forth in Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted standards of the ASP, formerly called the SSPP, and the SPP.
3. Performance of safety inspections on all buses operated in accordance with Rule 14-90.009.

Signature: _____

Name: David Santucci

Title: City of Deerfield Beach, City Manager

Signature: _____

Name: Jonathan Salas

Title: Director of Community Services, City of Deerfield Beach – Broward County Transit Community Shuttle Program

Safety Management Policy Communication

The City of Deerfield Beach recognizes that communication is the essential component to the promotion of its safety objectives, targets, and safety culture and will use a variety of methods to communicate issues important to the operation of the SMS, including:

- Ensuring that all staff are aware of the SMS and their roles/responsibilities
- Conveying SMS lessons and information
- Explaining why SMS related activities are introduced or changed
- Conveying SMS activity updates
- Educating personnel on procedures for hazard and near miss reporting
- Promotion of the company's safety objectives, targets, and culture

The PTASP will be made available to all employees and will be maintained and kept in an accessible electronic file and in hard copy format by Key SMS Personnel in locations accessible to all employees under their supervision and management. All employees and Subcontractors will support safety management by ensuring that hazards are identified and reported.

Safety communication will comprise both internal and external communication tools/venues to include face to face meetings and interactions, posting and/or distribution of bulletins, department notices, and memoranda. All posted information can be found at a central location in each department area easily accessible to employees. Other communication methods include posters, signs, brochures, training materials, rule books, and operating procedures.

Authorities, Accountabilities, and Responsibilities

This section describes the role of the following individuals in the development and management of the transit agency's Safety Management System (SMS).

Title	Responsibilities
Accountable Executive	The Director of Community Services serves as the City of Deerfield Beach's Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan: • Controls and directs human and capital resources needed to develop and maintain the ASP and SMS. • Designates an adequately trained Chief Safety Officer who is a direct report. • Ensures that CT's SMS is effectively implemented. • Ensures action is taken to address substandard performance in CT's SMS. • Assumes ultimate responsibility for carrying out CT's ASP and SMS.
Chief Safety Officer or SMS Executive	The Accountable Executive designates the Assistant Director of Community Services as the City of Deerfield

	Beach Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan: • Develops the City of Deerfield Beach's ASP and SMS policies and procedures. • Ensures and oversees day-to-day implementation and operation of the City of Deerfield Beach's SMS. • Manages the City of Deerfield Beach's ESRP. • Chairs the City of Deerfield Beach Safety Committee and • Coordinates the activities of the committee; • Establishes and maintains CT's Safety Risk Register and Safety Event Log to monitor and analyze trends in hazards, occurrences, incidents, and accidents; and • Maintains and distributes minutes of committee meetings. • Advises the Accountable Executive on SMS progress and status. • Identifies substandard performance in the City of Deerfield Beach's SMS and develops action plans for approval by the Accountable Executive. • Ensures the City of Deerfield Beach policies are consistent with the City of Deerfield Beach's safety objectives. • Provides Safety Risk Management (SRM) expertise and support for other City of Deerfield Beach's personnel who conduct and oversee Safety Assurance activities.
Agency Leadership and Executive Management	Agency Leadership and Executive Management also have authorities and responsibilities for day-to-day SMS implementation and operation of the City of Deerfield Beach's SMS under this plan. The City of Deerfield Beach Agency Leadership and Executive Management include: • Director of Community Services, • Assistant Director of Community Services • Bus Coordinator • Director of Sustainable Management, • Director of Human Resources, • Director of Financial Services, and • Operations managers and supervisors. The City of Deerfield Beach's Leadership and Executive Management personnel have the following authorities, accountabilities, and responsibilities: • Participate as members of the City of Deerfield Beach's Safety Committee (operations managers and supervisors will be rotated through the Safety Committee on a one-year term and other positions are permanent members).

	• Complete training on SMS and the City of Deerfield Beach's ASP elements. • Oversee day-to-day operations of the SMS in their departments. • Modify policies in their departments consistent with implementation of the SMS, as necessary. • Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.
Key Staff	The City of Deerfield Beach uses the Safety Committee, as well as the monthly Drivers' Meeting and quarterly All-Staff Meetings, to support its SMS and safety programs: • Safety Committee: Any safety hazards reported will be jointly evaluated by the Safety Committee and the Chief Safety Officer during the bimonthly meeting. The Safety Committee members include the Chief Safety Officer, Bus Coordinator, an operations manager, a representative from dispatch, a representative from fixed route, a representative from paratransit, and a representative from County Risk Management who meet bimonthly to review issues and make recommendations to improve safety. • Drivers' Meetings: A permanent agenda item in all monthly Drivers' Meetings is dedicated to safety. Safety issues are discussed and documented. • Quarterly All-Staff Meetings: Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these meetings will be documented.

Employee Safety Reporting Program

This section describes the process and protections for employees to report safety conditions to senior management. Describes employee behaviors that may result in disciplinary action (and therefore, are excluded from protection). This includes:

- A process that allows employees to report safety conditions to senior management.
- Protections for employees who report safety conditions to safety management.
- A description of employee behaviors that may result in disciplinary action, and therefore are excluded from protection.

One of management's most important responsibilities under SMS is to encourage and motivate others to want to communicate openly, authentically, and without concern for reprisal. The City of Deerfield Beach's PTASP requires proactive reporting of safety hazards or safety concerns on the part of all employees in order to maintain a proactive position on risk. All employees are responsible for reporting any adverse safety conditions, events or acts, any observed or foreseeable hazards, and any safety concerns. Employees may report directly via email, text, verbally, or via written document to the Accountable Executive, Chief Safety Officer/SMS Executive, Agency Leadership or Executive Management, or Key SMS Staff members.

Protected Self-Reporting	Unprotected Self-Reporting
❖ Traffic Signal violations not resulting in an accident, injury or damage to property. ❖ Failure to report an adverse event immediately, but within 4 hours of occurrence. All information connected to the investigation of the reported event will fall under this protection. ❖ Hours of Service violations. ❖ Reporting a safety concern that investigation reveals is not valid. ❖ Failure to wear proper PPE. ❖ Operating a revenue vehicle without proper equipment and uniform, including carrying the CDL on the employee's person. ❖ Fatigue that presents an unacceptable hazardous condition if duties are continued.	❖ Defined accidents/incidents ❖ Willful violations including but not limited to: ▪ Violations of Drug and Alcohol policies and requirements ▪ Criminal acts ▪ Failure to report criminal acts immediately

Self-reported violations can be reported as an initial instance without disciplinary action. However, no willful violations will be subject to self-reporting protections. All employees have the option of reporting anonymously at any time. Employees who do not report anonymously will receive feedback from the key SMS staff member in their area as to the disposition of the report. Any person receiving a report of a hazard will immediately notify the key SMS staff member in his or her department. All reports will be documented and investigated in a timely manner.

A second instance of a self-reported violation will be evaluated by the City of Deerfield Beach's Chief Safety Officer to determine if circumstances warrant disciplinary action. A third instance of the same violation will result in disciplinary action, whether self-reported or not.

All Hazards determined to be unacceptable and undesirable for operations and/or fleet maintenance will be referred to the Chief Safety Officer to ensure it is addressed immediately with mitigation or elimination. The hazard will be tracked by the SMS Manager and the corrective action plan will be monitored through full resolution by the designated SMS Executive and FDOT when appropriate.

Safety Risk Management

- ❖ *A transit agency must develop and implement a Safety Risk Management process for all elements of its public transportation system. The Safety Risk Management process must be comprised of the following activities: safety hazard identification, safety risk assessment, and safety risk mitigation.*
- ❖ *A transit agency must establish methods or processes to identify hazards and consequences of the hazards.*
- ❖ *A transit agency must consider, as a source for hazard identification, data and information provided by an oversight authority and the FTA.*
- ❖ *A transit agency must establish methods or processes to assess the safety risks associated with identified safety hazards.*
- ❖ *A safety risk assessment includes an assessment of the likelihood and severity of the consequences of the hazards, including existing mitigations, and prioritization of the hazards based on the safety risk.*
- ❖ *A transit agency must establish methods or processes to identify mitigations or strategies necessary as a result of the agency's safety risk assessment to reduce the likelihood and severity of the consequences.*

II: Safety Risk Management

The Safety Risk Management process is comprised of the following activities each having specific procedures and accountabilities to ensure that the safety hazard has been mitigated to the level “as low as reasonably practicable”.

- Safety Hazard Identification
- Safety Risk Assessment
- Safety Risk Mitigation
- Documented system Safety Risk Management tracking

Safety Hazard Identification

Identification of hazards is the responsibility of all City of Deerfield Beach’s Community Shuttle Program transit service employees. The continuous identification, monitoring, and elimination of hazards is key to an effective system safety program. Hazard identification methods include but are not limited to the following.

- Observation, inspection, and interaction of all City of Deerfield Beach Community Shuttle Program transit employees.
- Reports from drivers, passengers, customer service, etc.
- Evaluation of accidents, incidents, near misses, to include data trends and projections.
- Internal and external safety audits, inspections, observations, defects, findings, violations, and reviews.

Examples of observed hazards may include:

- An uneven sidewalk joint that could cause a trip and fall
- An extension cord or garden hose laying across a pathway
- Oil leaked out of a Bus in parking lot
- Missing fire extinguisher
- Low hanging tree limb along routes
 - Problematic routes due to route design
 - Service door entry steps, safety tread attached

Every employee is required to report all hazard or unsafe conditions to his/her Supervisor, Department Manager or other appropriate authority as defined in the PTASP. However, employees may also communicate the identification of a potential hazard directly to the City’s designated Chief Safety Officer or any Key SMS staff member verbally or in writing or by communicating through other established communication channels within the Employee Safety Reporting Program.

Safety Risk Assessment

This section describes the methods or processes used to assess the safety risks associated with identified safety hazards. The City of Deerfield Beach's safety risk assessment process provides the ability to assign identified hazards an overall Hazard Rating of High, Serious, Medium, Low, based on a combination of Hazard Severity and Hazard Probability (or likelihood).

Hazard Severity may be rated as Catastrophic, Critical, Marginal, and Negligible.

Severity	Rating	Description
Catastrophic	1	Deaths (not including suicide or death by natural causes); Equipment destroyed.
Critical	2	A large reduction in safety margins: Serious injury, fracture, severe bleeding, paralysis, brain injury; Major equipment damage.
Marginal	3	A reduction in safety margins, injury, bruising, abrasions, bleeding, sprains, (ambulance transport); Sub-system or component failure; Procedural deficiencies
Minor	4	Nuisance, operating limitations, minor incidents, minor injury, bruising, abrasions, (no ambulance transportation)
Negligible	5	Insignificant

Hazard Probability is the likelihood that a hazard may occur in potential occurrences per unit of time, events, items, or activity. The City of Deerfield Beach derives qualitative hazard probability from research, analysis, and evaluation of existing safety data from the operating experience from the City of Deerfield Beach and/or similar transit agencies. Hazard probability may be rated as Frequent, Occasional, Remote, Improbable, Extremely Improbable.

Frequency	Rating	Probability
Frequent	A	Likely to occur frequently/has occurred frequently to an individual item. Continuously experienced in the fleet inventory.
Occasional	B	Likely to occur/has occurred sometimes in life of an item; will occur several times in fleet/inventory.
Remote	C	Unlikely to occur/has occurred rarely in life of an item; unlikely to occur but possible to occur in fleet/inventory.
Improbable	D	So unlikely, it can be assumed occurrence will not be experienced to an individual item; very unlikely to occur or no known occurrences in fleet/inventory.
Extremely Improbable	E	Almost inconceivable that this hazard will ever occur.

Before implementation of any Corrective Action to mitigate a safety risk/hazard, the City of Deerfield Beach will assign each identified hazard an overall Hazard Rating, which reflects the severity and probability for each identified hazard.

Risk Probability		Risk Severity				
		1	2	3	4	5
		Catastrophic	Critical	Marginal	Minor	Negligible
A	Frequent	1A	2A	3A	4A	5A
B	Occasional	1B	2B	3B	4B	5B
C	Remote	1C	2C	3C	4C	5C
D	Improbable	1D	2D	3D	4D	5D
E	Extremely Improbable	1E	2E	3E	4E	5E

Safety Risk Mitigation

This section describes the methods or processes used to identify mitigations or strategies necessary as a result of the safety risk assessment to reduce the likelihood and severity of hazards.

The City of Deerfield Beach acts to eliminate identified safety hazards or to reduce the associated risk. In accordance with the risk acceptance criteria below, the City eliminates “unacceptable” hazards or reduces their associated risk to an acceptable level. If this is impossible or impractical, alternatives are recommended to the appropriate City’s transit management decision makers.

The risk assessment and acceptance criteria assist the City of Deerfield Beach’s management in understanding the amount of risk involved by accepting the safety hazard relative to the costs (schedule, dollars, operations, etc.) to reduce the hazard’s risk to an acceptable level. The following table identifies the hazard acceptance criteria:

High	Unacceptable	Corrective Action required
Serious	Undesirable	Corrective Action may be required, decision by management
Medium	Acceptable W/ review	With review and documentation by management
Low	Acceptable	Without review

Corrective Action Plan Procedures

The City of Deerfield Beach complies risk assessment criteria to the identified hazards based on their estimated severity and likelihood of occurrence to determine acceptance of the risk or the need for corrective action to further reduce the risk. In accordance with FDOT and BCT requirements, City of Deerfield Beach is required to develop corrective action plans for various deficiencies and hazards identified through on-site safety and security review process, accident or hazard investigations, and internal safety or security reviews. Either the FDOT, BCT or the City of Deerfield Beach may identify the need for corrective actions. If FDOT or BCT identifies a need for corrective action, it will notify the City of Deerfield Beach in writing.

Causes for Initiation of Corrective Action Plan:

- ❖ **On-Site BCT, FDOT, or FTA Safety and Security Reviews** – Upon receipt of the final report for an external regulatory agency safety or security review, the City of Deerfield Beach will develop a corrective action plan to correct identified deficiencies and submit the CAP as required.
- ❖ **Accident/Incident/Hazard Investigations** – Regardless of the agency conducting the investigation process, any final report indicating findings and recommendations for addressing deficiencies or unsafe conditions that have met the overall Hazard Rating of High or Serious according to the City of Deerfield Beach will be the primary responsibility of the City to correct. Upon receipt of the final report, the Subcontractor will have 15 calendar days to develop a corrective action plan or methodology to correct identified deficiencies.
- ❖ **Internal Safety and Security Review** - If the City of Deerfield Beach finds areas of non-compliance during internal audits of City of Deerfield Beach's Agency Safety Plan or Security and Emergency Preparedness Plan, those areas of non-compliance must be remedied by a corrective action plan within 30 calendar days. If BCT or FDOT rejects City of Deerfield Beach annual safety or security audit report, the City will have **15 calendar days** to develop a corrective action plan to correct identified deficiencies.

Corrective Action Plan Required Components:

- ❖ Identified noted Hazard or Deficiency
- ❖ Date Corrective Action Plan was opened
- ❖ Process, Plan or Mechanism to address and resolve deficiency
- ❖ Deadline for Implementation of Plan of Action
- ❖ Departments and Persons who will be responsible For Implementation

Safety Assurance

- ❖ *A transit agency must develop and implement a safety assurance process, consistent with this subpart. A small public transportation provider is not required to describe Management of Change and Continuous Improvement.*
- ❖ *A transit agency must establish activities to:*
 - *Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;*
 - *Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;*
 - *Conduct investigations of safety events to identify causal factors; and*
 - *Monitor information reported through any internal safety reporting programs.*

III: Safety Assurance

Safety Assurance is accomplished through implementation of safety oversight and risk monitoring activities. Safety performance measures are used to select improvement targets, monitor safety performance and encourage continuous improvements in service delivery. As the City of Deerfield Beach implements its SMS, several activities will be initiated and tools will be developed to support these safety oversight and risk monitoring activities. Safety assurance includes safety reviews, evaluations, inspections, as well as safety data collection, tracking, and analysis from various resources (including investigations), and development of Key Performance Indicators (KPIs).

Safety Performance Monitoring and Measurement

The City of Deerfield Beach has developed and implemented a safety assurance process for the CSP consistent with 49 CFR Part 673 to ensure that the transit system complies with or exceeds the established safety standards set forth in the PTASP (as well as Rule Chapter 14-90, Florida Administrative Code located in the final section of this document). These Safety Performance Monitoring and Measurement processes will allow the City of Deerfield Beach to

- Monitor the system for compliance with procedures for operations and maintenance.
- Monitor operations to identify hazards not identified through the Safety Risk Management process (per 49 CFR 673.25)
- Monitor operations to identify safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.
- Conduct investigation of safety events, including identification of causal factors.
- Monitor information reported through internal safety reporting programs.

Results from the above processes are compared against recent performance trends monthly, quarterly and annually by the City of Deerfield Beach and SMS Key Staff, to determine where action needs to be taken. The Chief Safety Officer will review the performance of individual safety risk mitigations during scheduled Safety Committee/Council meetings, based on the reporting schedule determined. The SMS Manager enters any identified non-compliant or ineffective activities, including mitigations, back into the Safety Risk Management process for re-evaluation with oversight by the City of Deerfield Beach Chief Safety Officer.

These processes will provide the confidence to the City of Deerfield Beach leadership that the organization and system is functioning at an acceptable level of safety.

The City of Deerfield Beach has established safety objectives, performance targets and performance measures in coordination with BCT, FDOT and Broward MPO in compliance with all requirements set forth in FTA's Public Transportation Safety Agency Plan (PTASP) and the National Public Transportation Safety Plan (NSP). The initial focus of City of Deerfield Beach performance measure and established safety performance targets is based on existing data delivered to the National Transit database (NTD) for:

- ❖ Fatalities – total number of reportable fatalities and rate per total vehicle revenue miles;
- ❖ Injuries – total number of reportable injuries and rate per total vehicle revenue miles;
- ❖ Safety Events – total number of reportable events (accidents, incidents, and occurrences) as defined in CFR Part 673.5 and rate per total vehicle revenue miles;
- ❖ System Reliability – mean distance between major mechanical failures

The City of Deerfield Beach also establishes performance criteria and monitoring for operations and maintenance areas including Rules and Procedure Compliance, Facilities and Equipment, Vehicle Inspections and Preventive Maintenance, Safety Data Collection and Analysis, Internal Safety Audit Processes, Accident and Incident Reporting and Investigation, Internal System Safety Audit and Review, Drug and Alcohol Program and Medical Monitoring, and Employee Safety Reporting and Training. The City of Deerfield Beach will maintain 100% compliance with all safety performance requirements through use of the following performance measure activities:

- ❖ Safety audits; informal inspections;
- ❖ Regular safety review of onboard camera footage to assess drivers and specific incidents;
- ❖ Employee safety reporting program;
- ❖ Investigation of safety occurrences;
- ❖ Daily data gathering and monitoring of data related to service delivery;
- ❖ Regular vehicle inspections and preventive maintenance.
- ❖ Adherence to schedules set and acceptable measures
- ❖ Appropriate corrective action plans (CAPS) for findings and reasonable timeframe for closure of CAPS in coordination with federal, state and local oversight agencies as necessary

Results from the above processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The Chief Safety Officer enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

The City of Deerfield Beach monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer maintains a list of safety risk mitigations in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation. The Chief Safety Officer establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing City of Deerfield Beach processes and activities before assigning new information collection activities. The City of Deerfield Beach's Chief Safety Officer and Safety Committee review the performance of individual safety risk mitigations during bimonthly Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify this proposed course of action and oversee its execution. The City of Deerfield Beach's Chief Safety Officer and Safety Committee also monitor City of Deerfield Beach's Community Shuttle Program transit system operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns.

The Chief Safety Officer works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

The City of Deerfield Beach maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see City of Deerfield Beach System Safety Program Plan for specific procedures for conducting safety investigations). These procedures also reflect all traffic safety reporting and investigation requirements established by Florida's Department of Motor Vehicles. The Chief Safety Officer maintains all documentation of the City of Deerfield Beach's investigation policies, processes, forms, checklists, activities, and results.

As detailed in the City of Deerfield Beach procedures, an investigation report is prepared which identifies if:

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

The Chief Safety Officer and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer and Safety Committee ensure that the concerns are investigated or analyzed through the City of Deerfield Beach Safety Risk Management process. The Chief Safety Officer and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning the City of Deerfield Beach CSP's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

Procedures for Reporting Near Miss

The City of Deerfield Beach's PTASP requires proactive reporting of safety hazards or safety concerns on the part of all employees to maintain a proactive position on risk. Each employee, regardless of his or her position within the organization, is expected to cooperate in all aspects of safety reporting.

When an employee becomes aware of a hazard or near miss, they shall submit a report at the end of the shift using the following reporting form: City of Deerfield Beach's Unusual Incident Form.

A full investigation may not be required for all near misses. In this case, the Department Manager/Safety Liaison, will determine the level of investigation appropriate to effectively address the report and will forward the final completed investigation report and other documentation to the SMS Manager who will be responsible for documenting and recording on the hazard event tracking log.

When the contributing or causal factor is not readily determined the SMS Safety Liaison for the respective department will review and conduct the follow-up investigations using same procedures as outlined for other safety events.

Transit Asset Management/State of Good Repair

The City of Deerfield Beach also addresses the requirements of 49 CFR Parts 625 and 630, Transit Asset Management (TAM) and State of Good Repair (SGR), through the Broward County Transit's (BCT) *Transit Asset Management Plan*, which includes TAM

and SGR performance measures. The TAM Plan allows BCT to predict the impact of its policies and investment justification decisions on the condition of its assets throughout the asset's life cycle and enhances the ability to maintain SGR by proactively investing in an asset before the asset's condition deteriorates to an unacceptable level. The goal of these policies is to allow BCT to determine and predict the cost to improve BCT's fixed-route and CSP asset condition(s) at various stages of the asset life cycle while balancing prioritization of capital, operating, and expansion needs. The two foundational criteria of SGR performance measures are Useful Life Benchmark (ULB) and Condition.

Safety Promotion

- ❖ *A transit agency must establish and implement a comprehensive safety training program for all agency employees and contractors directly responsible for safety in the agency's public transportation system. The training program must include refresher training, as necessary.*
- ❖ *A transit agency must communicate safety and safety performance information throughout the agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.*

IV: Safety Promotion

This section outlines the City of Deerfield Beach's commitment to safety and competencies training, including refresher training for all employees and contractors directly responsible for safety, and safety communication.

Competencies and Training

This section describes the comprehensive safety training program for all agency employees and Subcontractors directly responsible for safety. The City of Deerfield Beach CSP's comprehensive safety training program applies to all the City of Deerfield Beach CSP's employees directly responsible for safety, including:

- Bus vehicle operators,
- Dispatchers,
- Maintenance technicians,
- Managers and supervisors,
- Agency Leadership and Executive Management,
- Chief Safety Officer, and
- Accountable Executive.

The City of Deerfield Beach dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS. Basic training requirements for City of Deerfield Beach employees, including frequencies and refresher training, are documented in City of Deerfield Beach System Safety Program Plan (SSPP) and the Operator Manual/Handbook. Training records are kept in each employee's file.

Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training,
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work),
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors and managers, and
- Accident investigation training for operations supervisors and managers.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance supervisors,
- Accident investigation training for vehicle maintenance supervisors,
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and
- Training provided by vendors.

Training mechanisms include classroom, written and video communications, field exercises, and drills. There are formal training programs for operators and employees involved in maintenance activities. These include training classes, training manuals, lesson plans, and field observations.

Safety Communication

The City of Deerfield Beach's Chief Safety Officer coordinate CT's safety communication activities for the SMS. City of Deerfield Beach's activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- ❖ **Communicating safety and safety performance information throughout the agency:** The City of Deerfield Beach communicates information on safety and safety performance in its monthly All-Staff Meetings. The City of Deerfield Beach also has a permanent agenda item in all monthly Drivers' Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact City of Deerfield Beach's CSP service or safety performance, and updates regarding SMS implementation. The City of Deerfield Beach also requests information from drivers during these meetings, which is recorded in meeting minutes. Finally, the City of Deerfield Beach posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms, advertising safety messages and promoting awareness of safety issues.
- ❖ **Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:** As part of new-hire training, the City of Deerfield Beach distributes safety policies and procedures, included in the City of Deerfield Beach CSP's Employee/Driver Handbook/Manual, to all employees. The City of Deerfield Beach provides training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, the City of Deerfield Beach's Chief Safety Officer issues bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.
- ❖ **Informing employees of safety actions taken in response to reports submitted through the Employee Safety Reporting Program (ESRP):** The City of Deerfield Beach provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors.

State of Florida Requirements

This section includes policies and procedures adopted to meet State of Florida Equipment and Operational Safety Standards for Bus Transit Systems found in Rule Chapter 14-90 of the Florida Administrative Code (F.A.C). In accordance with Rule 14-90, F.A.C., the City of Deerfield Beach has adopted safety and security procedures and policies including but not limited to:

- System Safety Program Plan (SSPP)
- System Security Plan (SSP)
- Wireless Communications Policy (WCP)
- Preventative Maintenance Plan
- Operator Training, Testing, and Supervision
- Operator Hours Tracking
- Hazard Identification
- Incident Investigation and Tracking
- Medical Examinations
- Qualification and Selection of CDL Operators
- Safety Data Acquisition and Analysis
- Records Management

These policies and procedures are incorporated by reference as appendices to the ASP.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2218

Agenda Date: 11/14/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Gladstone & Associates, LLC for consulting services for the Community Services Department for a one-year term in an amount not to exceed \$45,175.00, with one, one-year renewal option; waiving the requirements for competitive solicitations pursuant to Section 38-116(3)(e) of the Code of Ordinances; authorizing execution of the Agreement; providing for an effective date. (Funds from Account #001-1703-564-32-99 - 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: \$45,175.00

Account Name: Other Contractual Services

Account Number: 001-1703-564-32-99

Background/History

Gladstone and Associates, LLC (G&A) was established in 2018. Marva Ricketts, Principal Consultant, is a strategic professional with more than 20 years of hands-on experience in project and operations management, policy development, training and development, and budget analysis in executive public administration.

The Department provides programs and services to promote independence, community engagement, and quality of life for the social, physical, and psychological well-being of adults, seniors, individuals with Alzheimer's disease, and children of Deerfield Beach and northeast Broward County.

G&A has provided onsite management, leadership, education, training, and development to the City of Deerfield Beach Community Services Department in supporting day-to-day operations and day-to-day project management of the Construction of the Northeast Focal Point at the Braithwaite Center for Active Aging. Onsite leadership has been provided in adherence to the City and CDC guidelines and regulations.

Current Activity

City staff would like to exercise the right to execute a 1-year contract with G&A for supporting day-to-day operations in the Community Services Department and day-to-day project management of the Construction of the new Northeast Focal Point at the Braithwaite Center for Active Aging.

G&A Scope of Services will include the following:

- Assist the Department in grant coordination for the provision of senior and community programs and services.
- Assist the Department in providing staff training and development for new and existing staff on policies, procedures, and software implementation.
- Assist the Department in reviewing and updating department policy and procedures.
- Assist the Department with the ongoing operations during the construction project.
- Assist the Department with technical and administrative assistance in the implementation of assistance programs.
- Assistance the Department with Project Management of the new Northeast Focal Point construction.
- Assist the Department with miscellaneous services associated with the Department's grants, contracts, reporting, and documentation.

Recommendation

The City Commission is recommended to execute a 1-year contract between the City of Deerfield Beach and Gladstone and Associates, LLC, retroactive to October 1, 2023 through September 30, 2024, in an amount not to exceed \$45,175.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GLADSTONE & ASSOCIATES, LLC FOR CONSULTING SERVICES FOR THE COMMUNITY SERVICES DEPARTMENT FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$45,175.00, WITH ONE, ONE-YEAR RENEWAL OPTION; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS PURSUANT TO SECTION 38-116(3)(e) OF THE CODE OF ORDINANCES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gladstone & Associates, LLC (“Gladstone”) is a consulting firm with more than 20 years of hands-on experience in project and operations management, policy development training and development, and budget analysis in executive public administration, specifically in the day-to-day operations for programs and services provided by the Community Services Department (the “Department”); and

WHEREAS, the City is in need of consulting services for the Department; and

WHEREAS, Gladstone provided the City with a proposal to provide services in support of administering support of day-to-day operations for programs and services provided by the Department, including on-site management, leadership, education, training, and development to the Department in administering support of day-to-day operations (collectively, the “Services”), in an amount not to exceed \$45,175.00; and

WHEREAS, Section 38-116(3)(e) of the City Code allows for the procurement of goods and services to be made without utilizing a sealed competitive method or written quotations method where the City Commission declares by a majority affirmative vote that the sealed competitive method or written quotations method is not in the best interest of the City and the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, City staff recommends waiving the competitive solicitation requirements and approving and authorizing execution of the agreement with Gladstone, attached as Exhibit “1”, for the Services for a one-year term, in an amount not to exceed \$45,175.00, with one, one-year renewal option (the “Agreement”); and

WHEREAS, due to Gladstone’s experience in the area of providing the Services and the urgency in which the Department needs the Services, the City Commission finds it to be in the best interest of the City to waive the competitive solicitation requirements and approve, and authorize execution of, the Agreement with Gladstone, attached as Exhibit “1”, for the Services in an amount not to exceed \$45,175.00.

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. The City Commission hereby finds that it is in the best interest of the City to waive the competitive solicitation requirements with respect to the Services and Agreement, and that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Agreement with the Gladstone, attached as Exhibit “1”, for the Services in an annual amount not to exceed \$45,175.00.

Section 4. The City Manager is hereby authorized to execute the Agreement with Gladstone, 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 5. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AGREEMENT BETWEEN
THE CITY OF DEERFIELD BEACH AND
GLADSTONE & ASSOCIATES, LLC**

This is an Agreement (the "Agreement"), made and entered into on this 14th day of November, 2023 (the "Effective Date") by and between the City of Deerfield Beach, Florida, a municipal corporation (the "CITY") and Gladstone & Associates, LLC (the "CONSULTANT") (collectively referred to as the "Parties").

WHEREAS, CONSULTANT is a firm that provides professional consulting services related to administering support of the day to day operations for programs and services provided by the Center for Active Aging; and

WHEREAS, the CITY desires to engage CONSULTANT to provide the services described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 CONSULTANT shall perform the professional consulting services related to administering support of the day to day operations for programs and services provided by the Community Services Department, as detailed in Exhibit "A," attached hereto and incorporated herein (the "Services"). To the extent of any conflict between the terms and conditions in this Agreement and Exhibit "A," the terms and conditions of this Agreement shall supersede Exhibit "A" and be binding and in full force and effect.
- 1.3 Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions and prices as set forth in this Agreement.
- 1.4 This is a non-exclusive Agreement. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the Agreement, if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the services to be provided under this Agreement.
- 1.6 This Agreement creates an independent contractor-CITY relationship. The CITY will not supervise the work of CONSULTANT. The CITY is interested only in the results achieved. CONSULTANT is solely responsible for the manner and method by which it provides the Services contemplated under this Agreement, and exercises exclusive discretion in this regard. CONSULTANT is also solely responsible for the conduct and control of its employees, representatives, or agents, and the work performed by those individuals. During the term of this Agreement, CONSULTANT will report to the Contract Administrator, who will act as the liaison between CONSULTANT and the CITY. CONSULTANT is not an agent of the CITY for any purpose. Where required by law,

CONSULTANT shall be solely liable for the compensation of its employees, agents or subcontractors (if any), for maintaining workers' compensation and unemployment compensation coverage for its employees, agents or subcontractors, and for filing all applicable returns. CONSULTANT shall be solely responsible for withholding and paying any and all Federal, State, and local taxes, Social Security payments, and any other applicable deductions, taxes, or payments, including, but not limited to, unemployment and other payroll taxes.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 This Agreement shall commence on the Effective Date and shall remain in effect for a one-year term, unless terminated as provided in this Agreement. This Agreement may be renewed for an additional one-year term upon mutual agreement by the Parties.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 3
COMPENSATION

- 3.1 The CITY shall compensate the CONSULTANT for the Services in an amount not to exceed \$45,175, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for the Services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount shall be paid to CONSULTANT to reimburse its expenses, unless authorized in this Agreement.
- 3.2 Compensation due to the CONSULTANT shall be payable within 30 calendar days following submission of a proper invoice to the CITY. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.
- 3.3 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 Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONSULTANT at:

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Agreement may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement 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 thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT'S 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.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.
- 4.5 In the event this Agreement is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.4 and 6.6 of Article 6.
- 4.6 Should at any time during the term of this Agreement, including any option terms, the CONSULTANT be in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the CONSULTANT 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 5

EEO AND ADA COMPLIANCE

- 5.1 CONSULTANT 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. CONSULTANT shall include the foregoing or similar language in its Agreements with any subconsultants, 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.

- 5.2 CONSULTANT 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. CONSULTANT 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, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6 **MISCELLANEOUS**

6.1 **INDEMNIFICATION**

CONSULTANT shall indemnify, hold harmless and defend the City and all of City's current and former 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 CONSULTANT, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement.

In the event any Claim is brought against an Indemnified Party, CONSULTANT shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Ten dollars (\$10.00) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the CONSULTANT.

6.2 GOVERNING LAW

This Agreement shall be construed in accordance with and be governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Broward County, Florida, in a court of competent jurisdiction.

6.3 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, CONSULTANT 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 CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the Agreement Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

6.4 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subconsultants that are related to this Project. CONSULTANT and its subconsultants 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 CONSULTANT and its subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subconsultant, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subconsultants 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 three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subconsultants' records, CONSULTANT and its subconsultants shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subconsultants. 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.

CONSULTANT shall, by written Agreement, require its subconsultants to agree to the requirements and obligations of this Section 6.4.

6.5 SCRUTINIZED COMPANIES.

6.5.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONSULTANT

or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

6.5.2 If this Agreement is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

6.5.3 CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

6.5.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

6.6 PUBLIC RECORDS.

CONSULTANT 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 public agency 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 CONSULTANT upon termination of the contract 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 CONSULTANT does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT 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.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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

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

6.7 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONSULTANT or disputes between City staff and the CONSULTANT are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONSULTANT and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONSULTANT to follow any such determination could be considered a material breach and subject the CONSULTANT to termination for cause. The CONSULTANT agrees that any complaints received by the CITY concerning misconduct on the part of the CONSULTANT, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONSULTANT agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.8 THIRD PARTY BENEFICIARIES

Neither CONSULTANT 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.

6.9 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 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONSULTANT:

Gladstone & Associates, LLC
19366 SW 65th Street
Pembroke Pines, FL 33332

6.10 MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT 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.

6.11 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 CONSULTANT 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.

6.12 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.

6.13 WAIVER OF JURY TRIAL

By entering into this Agreement, CONSULTANT, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

6.14 AMENDMENTS AND ASSIGNMENTS

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 CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf. CONSULTANT shall not transfer or assign the performance of the Services called for in

the Agreement without the prior written consent of the CITY, which may be withheld or conditioned in the CITY's sole discretion.

6.15 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.

6.16 REPRESENTATION OF AUTHORITY

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 authority.

6.17 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONSULTANT shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by CONSULTANT, CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the CONTRACTOR. In accordance with Section 448.095, Florida Statutes, CONTRACTOR is liable for any additional costs incurred by CITY as a result of termination of this Contract.

6.18 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.

ARTICLE 7
INSURANCE

7.1 The Consultant shall satisfy the insurance requirements stated herein. The Consultant shall not commence the work or otherwise perform the work as required by this Agreement until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the City. The Consultant shall assume full responsibility and expense to obtain all necessary insurance.

7.2 General

7.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this

Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. Consultant's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

- 7.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 7.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.2.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Consultant uses a subconsultant, Consultant shall ensure that subconsultant names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 7.3 Consultant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including

any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

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**AGREEMENT BETWEEN
THE CITY OF DEERFIELD BEACH AND
GLADSTONE & ASSOCIATES, LLC**

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF DEERFIELD BEACH

ATTEST:

DocuSigned by:
Heather Montemayor
HEATHER MONTEMAYOR, CMC
CITY CLERK

DocuSigned by:
By: David Santucci
DAVID SANTUCCI, CITY MANAGER
Date: 10/23/2023

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
for the use and reliance of the City of Deerfield Beach,
Florida, only.

DocuSigned by:
Anthony Soroka
ANTHONY C. SOROKA, CITY ATTORNEY

CONSULTANT

Witness:

DocuSigned by:
By: Marva Ricketts
Name: Marva Ricketts
Title: Principle Consultant

Corporate Secretary

This ____ day of 10/19/2023, 20__.

CITY REQUIRES TWO (2) FULLY-EXECUTED AGREEMENTS, FOR DISTRIBUTION

Exhibit "A"

GLADSTONE and ASSOCIATES, LLC

City of Deerfield Beach **Scope of Services**

November 1, 2023

Gladstone and Associates, LLC (G&A) offers the following specific SCOPE OF SERVICES to the City of Deerfield Beach (CITY) for professional consulting services in support of administering support of day-to-day operations for programs and services provided by the Community Services Department (the "Department"). The Department provides programs and services to promote the independence, community engagement, and quality of life for the social, physical, and psychological well-being of adults, seniors, individuals with Alzheimer's disease, and children of Deerfield Beach and northeast Broward County.

The objectives of G&A as it relates to this engagement are to administer support of day-to-day operations to include:

- Assist City in grant coordination for the provision of senior and community programs and services.
- Assist City in providing staff training and development for new and existing staff on policies, procedures, and software implementation.
- Assist City in reviewing and updating department policy and procedures.
- Assist City with the ongoing operations during the construction project.
- Assist City with technical and administrative assistance in the implementation of assistance programs.
- Assist City with miscellaneous services associated with the Department's grants, contracts, reporting and documentation.

Executive Summary:

Gladstone and Associates, LLC was established in 2018. Marva Ricketts, Principal Consultant is a strategic professional with more than 20 years of hands-on experience in project and operations management, policy development, training and development and budget analysis in executive public administration.

Project Objective:

To provide onsite management, leadership, education, training and development to the City of Deerfield Beach Community Services-Department in administering support of day to day operations. Onsite Leadership will be provided in conjunction with the department director and in adherence with the City and CDC guidelines and regulations.

Scope of Services:

1. The Community Services Department– provides supportive services and activities for individuals sixty (60) years old and older to improve their quality of life, promote independence and encourage involvement in the community.

2. Alzheimer's & Adult Day Services - provides respite services for caregivers and specialized activities and programs for individuals with dementia, Alzheimer's disease, and other memory-related disorders. The Adult Day Services Center and Multicultural Adult Day Services Program provide a structured program of supportive services and activities for functionally impaired and frail adults.

Scope of Services

- i. G&A will provide consultation and grant coordination for State and Federal funding adjustments and requirements to adhere to the Aging and Disability Resource Center (ADRC) guidelines for service provisions. G&A would need access to department budget, ADRC contracts, monthly billings and reports. Provide advice to the City about accounting and compliance procedures related to ADRC contracts.
- ii. G&A will provide consultation services for the training and development for the Community Services Department existing and new staff. Maintain the ongoing delivery of senior services and programming according to the grant guidelines. Obtaining accurate documentation, logging units into the CIRTS system, preparing monthly report for billing and software implementation. G&A will need access to the City and CIRTS systems.
- iii. G&A will provide consultation services to include review and revision of policies and procedures for the Community Services Department. Revisions as it relates to recent changes in health and safety guidelines for service provisions of the senior population. G&A will need access to the departments policies and procedures.
- iv. G&A will provide consultation for expeditious talent recruitment, and onboarding of key positions to provide immediate services for the senior members of the Center for Active Aging.
- v. The construction of the new Community Services building as it relates to construction experience in ADA requirements, project design specifications, furniture, fixtures and equipment needs, and change order requests. G&A would need access to the project site and site plans for the Community Services Department project.
- vi. Provide guidance, technical, and administrative assistance in the implementation of assistance programs.
- vii. Attend bi-weekly departmental meetings.
- viii. Provide miscellaneous services associated with administering grants, contracts, reporting and documentation as it relates to the Community Services Department.

Scope of Services

Service Deliverables:

Upon the conclusion of this contract, G&A will provide the following services and deliverables in support of administering support of day to day operations for programs and services provide by the Center for Active Aging Department.

Scope of Services

Services to be Delivered	Hourly Cost	Estimated Number of Hours	Total Cost
Provide new and existing staff with education, training and development in obtaining accurate documentation, logging units into the CIRT system, preparing monthly reports for billing and My Senior Center software implementation.	\$71.50	75	\$5362.50
Provide coordination, training and quality assurance for all grant requirements. Review and revise all necessary department policies and procedures.	\$71.50	75	\$5362.50
Provide guidance, technical and administrative assistance in the implementation of assistance programs and attend bi-weekly meetings.	\$71.50	75	\$5362.50
Provide services associated with advisement on construction of new facility, installation of FF&E and art designs, Licensing of adult day care, completion and submittal of CEMP, reporting and documentation as it relates to the Community Services Department.	\$71.50	350	\$25,025.00
Provide miscellaneous services not otherwise described but which the City may require during the contract.	\$71.50	56.82	\$4,062.63
Total Cost		631.82 hours	\$45,175.00

Scope of Services

Hourly Rate:

G&A hourly rate for the principal consultant, two days a week on site, 20 hour per week is \$71.50 per hour for the contract renewal one-year term. G&A request the following payment schedule for consultant services:

*Monthly payment of invoices through contract period.

Proposed Start Date:

G&A is perpared to begin work pursuant to the proposal immediately upon receipt of a copy of the fully executed contract.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2171

Agenda Date: 11/14/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City of Deerfield Beach, Florida, declaring the City's intent to use the Uniform Method for Collection of Special Assessments to be levied upon all properties within the City, as more specifically described in Exhibit "A", to fund the installation of a stormwater management system and related improvements; stating a need for such levy; providing for transmittal of the Resolution; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is considering authorizing and imposing non-ad valorem assessments upon properties within the boundaries of the City of Deerfield Beach as a method of collection for the stormwater fee that covers both the stormwater utility's operation and maintenance costs as well as Capital Improvement Project (CIP) investments. The City currently collects stormwater fees via the City and County's water utility billing systems.

Current Activity

Pursuant to Section 197.3632(3)(a), Florida Statutes, the City has advertised its intent to use this uniform method of collection of the Special Assessment once per week for four weeks in the Sun Sentinel preceding the public hearing for this Resolution being held November 14, 2023 at 7:00 pm in City Hall located at 150 NE 2nd Avenue in Deerfield Beach, Florida.

If authorized, the Special Assessment supports stormwater related annual operations costs, rehabilitation and repair expenditures, and finances CIP investments for the Fiscal Year beginning October 1, 2024. The proposed resolution, which contains the legal description of the real property subject to the levy, is on file with the City Clerk.

By moving to the non-ad valorem process, it allows for improved collections on city accounts, provides an opportunity for annual discounted payments by residents, and reduces the monthly administrative costs associated with billing. The Commission will be required to adopt the stormwater assessment rates annually (during the budget process), so that the rates can be included in the TRIM notices.

Recommendation

It is recommended that the Commission adopt the resolution, providing the City's notice of intent to use the uniform method of collecting non-ad valorem assessments upon properties within the boundaries of the City of Deerfield Beach to fund the required stormwater revenues to cover both the

stormwater operation, maintenance and capital improvements.

RESOLUTION 2023/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DECLARING THE CITY’S INTENT TO USE THE UNIFORM METHOD FOR COLLECTION OF SPECIAL ASSESSMENTS TO BE LEVIED UPON ALL PROPERTIES WITHIN THE CITY, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”, TO FUND THE INSTALLATION OF A STORMWATER MANAGEMENT SYSTEM AND RELATED IMPROVEMENTS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR TRANSMITTAL OF THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida (“City”), pursuant to authority set forth in Chapters 163, 166 and 170, Florida Statutes, is authorized and empowered to declare and levy special assessments for those public improvements authorized by Florida Statutes; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments on an annual basis in the same manner as provided for ad valorem taxes; and

WHEREAS, the City intends to use the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, to collect special assessments upon certain real properties located within the jurisdictional boundaries of the City of Deerfield Beach, as more specifically set forth on the attached Exhibit “A”, which is incorporated herein by this reference, to fund the installation of a stormwater management system and related operations, maintenance and capital improvements; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City has advertised the City’s intent to use the uniform method for the collection of the stormwater special assessments once per week in a newspaper of general circulation for four consecutive weeks preceding the public hearing regarding the adoption of this Resolution; and

WHEREAS, on November 14, 2023, the City Commission of the City of Deerfield Beach held a duly advertised public hearing prior to adopting this Resolution.

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

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

Section 2. Commencing with the Fiscal Year beginning October 1, 2024 and with the tax statement mailed for such fiscal year, the City hereby gives notice of the City’s intent to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, to collect special assessments to be levied upon all properties (“Assessed

Property”) located within the incorporated area of the City of Deerfield Beach, as more fully described in the Exhibit “A”, to fund the installation of a stormwater management system and related operation, maintenance, and capital improvements.

Section 3. The City Commission hereby determines that the levy of the stormwater special assessments described in Section 2 above is needed to fund the cost of the stormwater management system and related operation, maintenance, and capital improvements benefiting the Assessed Property described in the attached Exhibit “A”.

Section 4. Upon adoption, the City Clerk is hereby directed to send an executed copy of this Resolution by U.S. Mail to the Broward County Property Appraiser, the Broward County Tax Collector, and the State of Florida Department of Revenue by January 10, 2024.

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

PASSED AND ADOPTED THIS _____ DAY OF NOVEMBER, 2023.

CITY OF DEERFIELD BEACH, FLORIDA

BILL GANZ, MAYOR

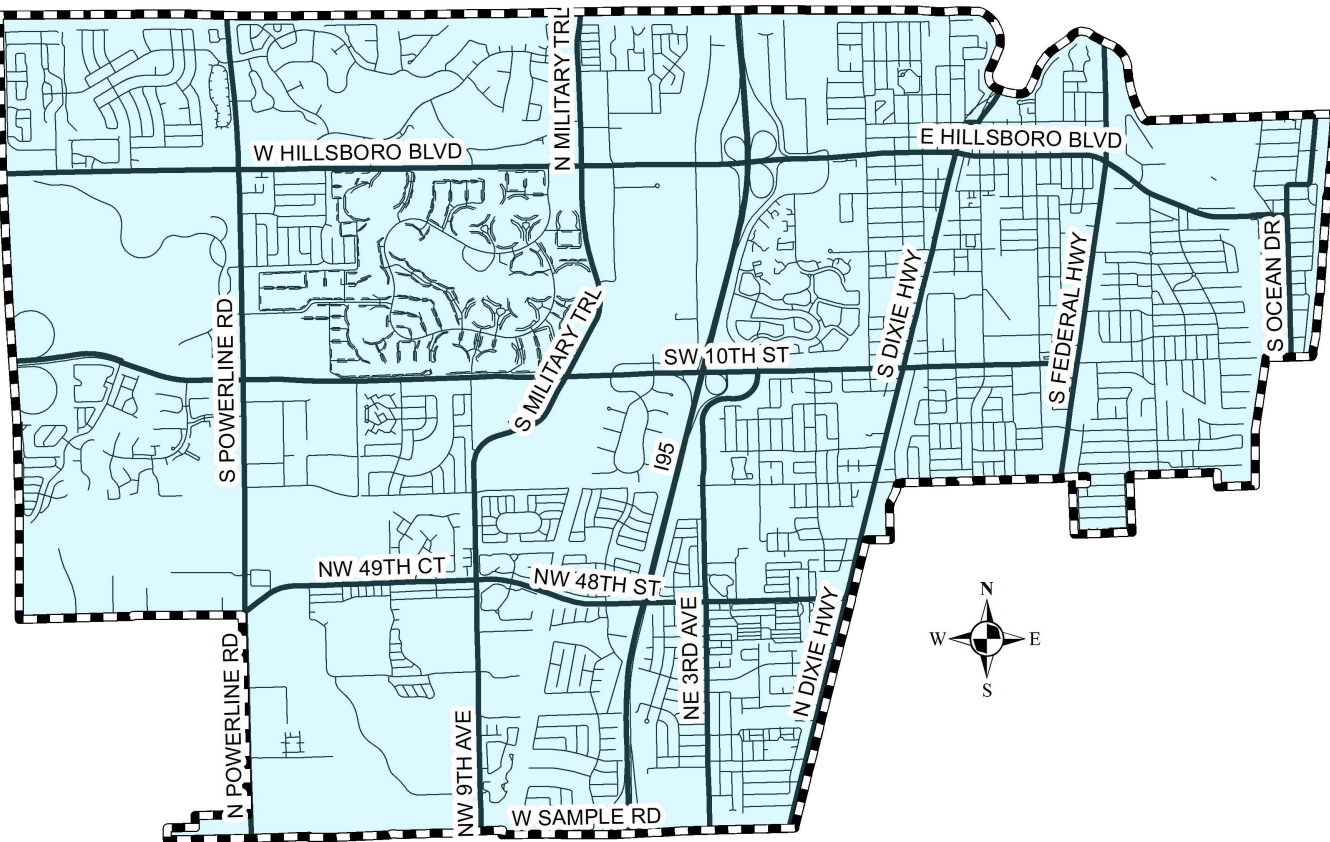
ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT “A”

AREAS SUBJECT TO ASSESSMENT

The entire corporate boundaries of the City of Deerfield Beach on file in the City Clerk’s office, as of November 14, 2023. See also the enclosed map and legal descriptions.



City of Deerfield Beach Stormwater Utility Service Area

-  City Boundary
-  Stormwater Service Area
-  Major Road
-  Streets



Section 2.01. Description of corporate limits.

The following area shall constitute the corporate limits of the City of Deerfield Beach:

All that territory lying and situate in Broward County, Florida, as provided in the Laws of Florida, Chapter 59-1214, Special Acts, 1959; Chapter 61-2068, Special Acts, 1961; Chapter 70-647, Special Acts, 1970; Chapter 99-471, Laws of Florida; House Bill 1407, enacted 2004; House Bill 1695, 1697 and 1705, enacted 2000; House Bill 1089, enacted 1999; Ordinance Number 1974/207 (original number 928) and Ordinance Number 1985/24, City of Deerfield Beach, additions thereto, and subsequent additions by ordinance, and Special Act to wit:

All lands lying within the following described territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers and which boundaries, as the same may be hereafter changed by law, shall be known as the "Corporate Limits" of the City of Deerfield Beach, to wit:

BEGINNING at the northeast corner of Broward County, Florida, being the intersection of the north boundary line of Broward County, Florida with the east boundary line of the State of Florida;

thence southerly along said east boundary line of the State of Florida to the north line of Section 8, Township 48 South, Range 43 East; thence westerly along said north line of Section 8 to the centerline of the existing Intracoastal Waterway (Florida East Coast Canal) right-of-way;

thence southerly along said centerline of the Intracoastal Waterway to the intersection with the easterly extension of the south boundary line of Lot 9 of the Subdivision of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book "B", Page 154, of the Public Records of Dade County, Florida;

thence westerly along said easterly extension of the south boundary line of Lot 9 and through the southeast corner thereof, to the southwest corner of said Lot 9;

thence northerly along the west boundary line of said Lot 9 to the northwest corner of said Lot 9, also being the intersection with the east-west quarter section line of said Section 8;

thence westerly along said east-west quarter section line of Section 8 to a point of intersection with the east line of Section 7, Township 48 South, Range 43 East;

thence westerly along the east-west quarter section line of said Section 7 to a point of intersection with the east line of the west one-half ($W\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence southerly along said east line to the southeast corner of the west one-half ($W\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence westerly along the south line of the north one-half ($N\frac{1}{2}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7 to the southwest corner of the east one-half ($E\frac{1}{2}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence northerly along the west line of the east one-half ($E\frac{1}{2}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7 to a point of intersection with a line 165.00 feet south of and parallel with the north line of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence easterly along said parallel line to a point of intersection with the west line of the east one-half ($E\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 7;

thence northerly along said west line to the northwest corner of the east one-half (E½) of the northeast one-quarter (NE¼) of the northwest one-quarter (NW¼) of the southeast one-quarter (SE¼) of said Section 7;

thence westerly along the east-west quarter section line of said Section 7 to the existing east right-of-way line of U.S. Federal Highway No. 1 (State Road No. 5);

thence southwesterly along said east right-of-way line to the intersection with the easterly extension of the existing south right-of-way line of S.W. 15th Street (N.E. 54th Street) being the Municipal Boundary of the City of Deerfield Beach as established by Chapter 70-647, Laws of Florida;

thence westerly along said south right-of-way line to a point of intersection with the northerly extension of the east line of PARCEL "B", MORGAN PLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 110, Page 42, of the Public Records of Broward County, Florida;

thence along the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida, for the following 3 courses:

thence southerly along the northerly extension of said east line to the north boundary line of said PARCEL "B", being the northeast corner of said PARCEL "B";

thence westerly along said north boundary line to the west line of said PARCEL "B" and the east right-of-way line of N.E. 13th Way as shown on said MORGAN PLAT NO. 1;

thence southwesterly and southerly along said east right-of-way line to the intersection with the east boundary line of PARCEL "A" of said MORGAN PLAT NO. 1;

thence along the municipal boundary of the City of Deerfield Beach, as established by Ordinance 1985/24, City of Deerfield Beach for the following 2 courses:

continue southerly along said east boundary line of PARCEL "A" to the south boundary line of said PARCEL "A";

thence westerly along said south boundary line to the southwest corner of said PARCEL "A" and the east right-of-way line of the Florida East Coast Railway;

thence along the municipal boundary of the City of Deerfield Beach, as described in House Bill 1407, enacted by the Legislature of the State of Florida in 2004, for the following 4 courses:

thence continue southwesterly along said east right-of-way line of the Florida East Coast Railway to the centerline of N.E. 36th Street (Sample Road);

thence westerly along said centerline of N.E. 36th Street (Sample Road) to a point of intersection with the easterly right-of-way line of the Seaboard Coastline railroad;

thence northeasterly along said easterly right-of-way line to the north right-of-way line of N.E. 36th Street (Sample Road);

thence westerly along said north right-of-way line to the westerly right-of-way line of the Seaboard Coastline Railroad;

thence continue westerly along said north right-of-way line of N.E. 36th Street (Sample Road), being the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida to the west right-of-way line of Powerline Road (State Road 845);

thence continue westerly along a line lying northerly of the forty foot easement for road, utility and related purposes (for Sample Road), G and P Plat, according to the plat thereof, recorded in Plat Book 96, Page 44 of the Public Records of Broward County, Florida as described in House Bill 1697, enacted by the Legislature of the State of Florida in 2000, to a point on the western boundary of said plat, being the west

line of a fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records;

thence continue westerly along the north line of a road easement for Sample Road, J.F.C. Plat, according to the plat thereof, recorded in Plat Book 133, Page 35 of the Public Records of Broward County, Florida as described in House Bill 1695 and House Bill 1705, enacted by the Legislature of the State of Florida in 2000, to a point of intersection with the western boundary of Parcel "A", according to said plat;

thence continue along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1695, for the next 2 courses:

northerly along said western boundary of Parcel "A" to the northwest corner of said Parcel;

thence easterly along the north boundary of said Parcel "A" and the northerly limits of said J.F.C. Plat to the northeast corner of said Parcel being a point on the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat as described in said House Bill 1697;

thence along the municipal boundary of the City of Deerfield Beach, as referenced in said House Bill 1697, for the next 2 courses:

northerly along the west line of said fifty foot canal easement as described in Official Records Book 4655, Page 755 of said Public Records being the western boundary of said G and P Plat to the northwest corner of said plat;

thence easterly along the north boundary of said G and P Plat to the northeast corner of Parcel "B" of said plat being a point on the westerly right-of-way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by Chapter 99-471, Laws of Florida;

thence northerly along said westerly right-of-way line of Powerline Road (State Road 845) and the municipal boundary of the City of Deerfield Beach, as established by said Chapter 99-471 to the intersection with a line 55.00 feet north of and parallel with the south line of the southeast one-quarter (SE¼) of Section 9, Township 48 South, Range 42 East;

thence westerly along said parallel line to the intersection with the east line of the southwest one-quarter (SW¼) of said Section 9;

thence southerly along said east line to the intersection with a line 40.00 feet north of and parallel with the south line the southwest one-quarter (SW¼) of said Section 9;

thence westerly along said parallel line to a point of intersection with the east right-of-way line of the Florida's Turnpike;

thence northerly along said east right-of-way line to the south right-of-way line of the Sawgrass Expressway (State Road 869) as shown on the Broward County Expressway Authority map of Sawgrass/Deerfield Expressway for Project Number 10444, Sheets 22 and 23, dated June 26, 1984 with a revised date of January 21, 1986 as described in House Bill 1089, enacted by the Legislature of the State of Florida in 1999;

thence continue northerly along said east right-of-way line of Florida's Turnpike and the westerly municipal boundary as described in said House Bill 1089 to the south right-of-way line of Hillsboro Boulevard (State Road 810);

thence continue northerly along said east right-of-way line of the Florida's Turnpike to a point on the north boundary line of Broward County, Florida;

thence easterly along said north boundary line to the northeast corner of Broward County, Florida being the POINT OF BEGINNING of this description.

(Ord. No. 1989/22, § 1, 3-21-89; Laws of Fla. ch. 90-486, § 1; Ord. No. 1993/057, § 2, 11-23-93; Ord. No. 1995/036, § 1, 9-5-95; Ord. No. 1995/043, § 1, 9-5-95; Ord. No. 1996/004, § 1, 2-20-96; Ord. No. 1997/005, § 1, 3-18-97; Ord. No. 1997/028, § 1, 9-16-97)

RECEIVED

Post-it Fax Note

7671

Date

of pages

1 of 2

Bill Bach

From

Mark D. Smith

City Clerk

Co.

Deerfield Beach

0-4216

Phone #

357-6849

0-4323

Fax #

Very 2 lots
we talked about
@ H.S. Thanks
Dm

ORDINANCE NO. 720

Deerfield Beach City Clerk
P. O. Drawer AH
Deerfield Beach, Fla. 33441

ORDINANCE ANNEXING CERTAIN TRACTS
AND TO THE CITY OF DEERFIELD BEACH,
FLORIDA, AND REDEFINING THE BOUNDARY
LINES OF SAID CITY TO INCLUDE THE LANDS
SO ANNEXED.

WHEREAS, at a regular meeting of the City Commission of the City of Deerfield Beach, Florida, held on the 26th day of May, A. D. 1969, there was adopted Ordinance No. 706 declaring the intention of said City to annex certain tracts of land as therein described, and directing the City Manager to cause notice of such intention to be published as prescribed by law; and

WHEREAS, the said notice was duly and legally published in the manner provided by law; and

WHEREAS, the said tracts of land are contiguous to said City and lie in Broward County, Florida; and

WHEREAS, no registered voter of said City and no owner of property in the district so proposed to be annexed has, within the time provided for same, objected to such annexation; and

WHEREAS, more than thirty (30) days have elapsed since the aforesaid declaration of intention;

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

SECTION 1. That the following described tracts of land situate, lying and being in the County of Broward, State of Florida, be and the same are hereby annexed and made a part of the City of Deerfield Beach, Florida, to-wit:

Commencing at the southwest corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4), Section 12, Township 48 South, Range 42 East; thence running due north along the west line of Section 12, Township 48 South, Range 42 East, for a distance of 1370.29 feet to the northwest corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of Section 12, Township 48 South, Range 42 East;

69 AUG 14 PM 2:40

REF: 4001 PAGE 488

thence running south 89°38'0" east along the south limits of Deerfield Beach for a distance of 1328.33 feet to the northeast corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of Section 12, Township 48 South, Range 42 East; thence due south for a distance of 1021.49 feet; thence north 89°56'31" west for a distance of ten feet; thence south for a distance of 340.50 feet, more or less, to the southeast corner of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of Section 12, Township 48 South, Range 42 East; thence north 89°59'29" west for a distance of 1316.93 feet to the point of beginning.

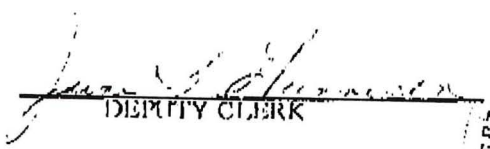
SECTION 2. That the boundary lines of the City of Deerfield Beach, Florida, shall be redefined so as to include therein the above described tracts of land.

SECTION 3. That the City Manager be, and he is hereby authorized and directed to cause a certified copy of this ordinance to be filed with the Clerk of the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida.

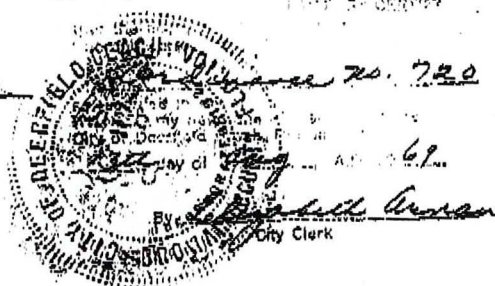
PASSED FIRST READING THIS 14TH DAY OF JULY, A. D. 1969.
PASSED SECOND READING THIS 14TH DAY OF JULY, A. D. 1969.
PASSED THIRD READING THIS 14TH DAY OF JULY, A. D. 1969.


VICE MAYOR-COMMISSIONER

ATTEST:


DEPUTY CLERK

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT



DEF. 4001 REC. 489

1
2 An act relating to the Cities of Deerfield
3 Beach and Pompano Beach, Broward County;
4 extending and enlarging the corporate limits of
5 such cities to include specific unincorporated
6 lands within the corporate limits of said
7 cities; providing for a referendum; providing
8 an effective date.
9

10 Be It Enacted by the Legislature of the State of Florida:

11
12 Section 1. Extension of corporate limits; area 1.--

13 (a) Upon the effective date of this act, Broward
14 County shall have completed a study of all the properties
15 described as area 1 of this act. The study shall have
16 determined the effects of annexation of area 1 into the City
17 of Deerfield Beach, and the economic impact of the area above
18 referred to upon annexation into the City of Deerfield Beach.
19 The study shall have determined the effects of annexation on
20 the employees of Broward County and the Broward County
21 Sheriff's Office and how to ameliorate same. The study shall
22 also have considered provision of law enforcement and fire
23 rescue services. Broward County shall be responsible for
24 printing and distribution of the study to residents of area 1
25 of this act.

26 (b) The Board of County Commissioners of Broward
27 County shall schedule an election in accordance with the
28 provisions of the law relating to elections currently in force
29 in Broward County on September 7, 1999. The subject of the
30 said election shall be the annexation of the area described
31 below as area 1 into the City of Deerfield Beach. Only

1 registered voters residing in the area described below as area
2 1 may vote in said election. A mail ballot shall not be used
3 in this election.

4 (c) The legal description of area 1 shall be as
5 follows:

6
7 That portion of Sections 9, 10, 11, 12, 13, 14,
8 15, and 16, Township 48 South, Range 42 East,
9 Broward County, Florida, described as follows:

10
11 Beginning at the intersection of the North
12 right-of-way line of N.W. 36th Street (Sample
13 Road) with the Westerly right-of-way line of
14 the Seaboard Coastline Railroad;

15
16 thence Westerly along said North right-of-way
17 line to the West right-of-way line of Powerline
18 Road (State Road 845);

19
20 thence Northerly along said West right-of-way
21 line to a line 55.0 feet North of and parallel
22 with the South line of said Section 9;

23
24 thence Easterly along said parallel line to the
25 East right-of-way line of Powerline Road (State
26 Road 845) being 33.0 feet East of and parallel
27 with the East line of said Section 9;

28
29 thence Northerly along said parallel line to
30 the North right-of-way line of N.W. 48th Street
31 (Green Road) as described in Ordinance No.

1 1990/091 of the City Commission of the City of
2 Deerfield Beach, Florida;
3
4 thence South 62°48'04" East along said North
5 right-of-way line, 62.23 feet;
6
7 thence North 54°26'45" East along said North
8 right-of-way line, 356.35 feet;
9
10 thence North 59°18'15" East along said North
11 right-of-way line, 200.72 feet;
12
13 thence North 35°33'15" West along said North
14 right-of-way line, 12.00 feet;
15
16 thence North 54°26'45" East along said North
17 right-of-way line, 50.11 feet to the Point of
18 Curvature of a curve concave to the Southeast;
19
20 thence Northeasterly along said North
21 right-of-way line and the arc of said curve,
22 having a radius of 689.35 feet and a central
23 angle of 15°26'45", an arc distance of 188.30
24 feet;
25
26 thence North 81°08'10" East along said North
27 right-of-way line, 100.00 feet to a point on
28 the arc of a curve concave to the South,
29 having a radial bearing of South 11°34'19"
30 East;
31

1 thence Easterly along said North right-of-way
2 line and the arc of said curve, having a radius
3 of 677.35 feet and a central angle of
4 09°26'52", an arc distance of 111.69 feet to a
5 Point of Tangency;
6
7 thence North 87°52'33" East along said North
8 right-of-way line, 1731.86 feet to the West
9 line of the Southeast quarter of said Section
10 10;
11
12 thence North 87°52'20" East along said North
13 right-of-way line, 674.56 feet to the West line
14 of the plat of THE LAKES, recorded in Plat Book
15 109, Page 9 of the Public Records of Broward
16 County, Florida and the West line of that
17 parcel of land described in House Bill 1431
18 enacted by the Legislature of the State of
19 Florida in 1977;
20
21 thence Southerly along the West line of said
22 parcel to the centerline of N.W. 49th Court
23 (Green Road);
24
25 thence South 88°16'03" East along said
26 centerline and the South line of said parcel,
27 816.58 feet;
28
29 thence North 01°43'57" East along the East line
30 of said parcel, 127.71 feet;
31

1 thence North 37°48'52" East along said East
2 line, 103.37 feet;
3
4 thence North 17°39'00" West along said East
5 line, 189.24 feet;
6
7 thence North 52°11'08" West along said East
8 line, 510.71 feet;
9
10 thence North 02°53'53" East along said East
11 line, 187.12 feet;
12
13 thence South 88°16'03" East along said East
14 line, 84.22 feet;
15
16 thence North 37°54'12" East along said East
17 line, 273.17 feet;
18
19 thence North 22°18'22" West along said East
20 line, 84.31 feet;
21
22 thence North 37°54'12" East along said East
23 line, 271.27 feet;
24
25 thence South 89°22'50" East along said East
26 line, 189.36 feet;
27
28 thence North 07°55'11" East along said East
29 line, 159.94 feet;
30
31

1 thence North 69°30'14" East along said East
2 line, 98.27 feet;
3
4 thence North 02°52'38" East along said East
5 line, 110.00 feet to the South line of the
6 North half of the North half of the Northeast
7 quarter of the Southeast quarter of said
8 Section 10;
9
10 thence Easterly along said South line to the
11 West line of the East 53.0 feet of the North
12 half of the Southeast quarter of said Section
13 10;
14
15 thence Southerly along said West line to the
16 South line of the North half of the Southeast
17 quarter of said Section 10;
18
19 thence Easterly along said South line and the
20 South line of the North half of the Southwest
21 quarter of said Section 11 to a line 55.0 feet
22 East of and parallel with the West line of the
23 Southwest quarter of said Section 11;
24
25 thence South 00°55'19" East along said parallel
26 line and the West line of that parcel of land
27 described in Ordinance No. 1986/4 of the City
28 Commission of the City of Deerfield Beach,
29 Florida, a distance of 625.33 feet;
30
31

1 thence North 88°15'03" East along the South
2 line of said parcel, a distance of 109.20 feet
3 to the Point of Curvature of a curve concave to
4 the Southwest;
5
6 thence Southeasterly along said South line and
7 the arc of said curve, having a radius of
8 2870.04 feet and a central angle of 21°22'11",
9 an arc distance of 1070.44 feet to a Point of
10 Tangency;
11
12 thence South 70°22'46" East along said South
13 line, a distance of 454.24 feet to the Westerly
14 right-of-way line of the Seaboard Coastline
15 Railroad;
16
17 thence Northeasterly along said Westerly
18 right-of-way line as described in Ordinance No.
19 1986/4 and Ordinance No. 1974/928 each of the
20 City Commission of the City of Deerfield Beach,
21 Florida, to the East and West quarter Section
22 line of said Section 11;
23
24 thence Easterly along said East and West
25 quarter Section line to the Easterly
26 right-of-way line of Interstate 95 (State Road
27 9) as described in House Bill 4799 enacted by
28 the Legislature of the State of Florida in
29 1998;
30
31

1 thence Southwesterly along said Easterly
2 right-of-way line of Interstate 95 (State Road
3 No. 9) to the South line of that parcel of land
4 described in said House Bill 4799;
5
6 thence Easterly along said South line to a line
7 50.0 feet West of and parallel with the East
8 line of the Southeast quarter of said Section
9 11;
10
11 thence Southerly along said parallel line to
12 the South line of the Northeast quarter of the
13 Southeast quarter of said Section 11;
14
15 thence Easterly along said South line and the
16 South line of the Northwest quarter of the
17 Southwest quarter of said Section 12 to a line
18 53.0 feet East of and parallel with the West
19 line of the Southwest quarter of said Section
20 12 also being the Northwest corner of Parcel A,
21 POMPANO BAPTIST TEMPLE, according to the plat
22 thereof as recorded in Plat Book 119, Page 6 of
23 the Public Records of Broward County, Florida;
24
25 thence Southerly along the West line of said
26 Parcel A to the North line of the Southwest
27 quarter of the Southwest quarter of the
28 Southwest quarter of said Section 12;
29
30 thence Easterly along said North line to the
31 East line of the Southwest quarter of the

1 Southwest quarter of the Southwest quarter of
2 said Section 12;
3
4 thence Southerly along the said East line to
5 the South line of said Parcel A;
6
7 thence Easterly along said South line to the
8 East line of said Parcel A;
9
10 thence Northerly along said East line to the
11 Northeast corner of said Parcel A and the South
12 line of the North half of the Southwest quarter
13 of said Section 12;
14
15 thence Easterly along said South line to the
16 East line of the Northwest quarter of the
17 Southwest quarter of said Section 12;
18
19 thence Northerly along said East line and the
20 boundary of that parcel of land described in
21 Chapter 70-647, Laws of Florida, a distance of
22 340.50 feet, more or less, to a point;
23
24 thence South 89°56'31" East along said
25 boundary, a distance of 10.0 feet;
26
27 thence Northerly along said boundary to the
28 South right-of-way line of S.W. 15th Street;
29
30 thence Easterly along said boundary and said
31 South right-of-way line to the West line of the

1 Northeast quarter of the Northwest quarter of
2 the Southeast quarter of said Section 12 and
3 the West line of that parcel of land described
4 in Ordinance No. 1988/22 of the City Commission
5 of the City of Deerfield Beach, Florida;
6
7 thence Southerly along the West line of said
8 parcel to the South line of said parcel and the
9 South line of the Northeast quarter of the
10 Northwest quarter of the Southeast quarter of
11 said Section 12;
12
13 thence Easterly along said South line to the
14 East line of said Parcel;
15
16 thence Northeasterly along said East line to
17 the South right-of-way line of S.W. 15th Street
18 as described in Chapter 70-647, Laws of
19 Florida;
20
21 thence Easterly along said South right-of-way
22 line to the Northerly extension of the East
23 line of Parcel "B", "MORGAN PLAT NO.1",
24 according to the plat thereof, as recorded in
25 Plat Book 110, Page 42 of the Public Records of
26 Broward County, Florida;
27
28 thence Southerly along said Northerly extension
29 to the North line of said Parcel "B";
30
31

1 thence Westerly along said North Line to the
2 West line of said Parcel "B" and the East
3 right-of-way line of N.E. 13th Way as shown on
4 said "MORGAN PLAT NO.1";
5
6 thence Southerly along said East right-of-way
7 line to the East line of Parcel "A", said
8 "MORGAN PLAT NO.1";
9
10 thence Westerly and Northerly along the East
11 line of said Parcel "A" to the North line of
12 said Parcel "A";
13
14 thence Westerly along the North line of said
15 Parcel "A" to the Easterly right-of-way line of
16 the Florida East Coast Railway;
17
18 thence Southwesterly along said Easterly
19 right-of-way line to the South right-of-way
20 line of N.W. 48th Street (Green Road);
21
22 thence Westerly along said South right-of-way
23 line to the Westerly right-of-way line of the
24 Seaboard Coastline Railroad;
25
26 thence Southwesterly along said Westerly
27 right-of-way line to the Point of Beginning.

28
29 TOGETHER WITH
30
31

1 That portion of Section 11, Township 48 South,
2 Range 42 East, Broward County, Florida,
3 described as follows:

4
5 Beginning at the intersection of the East and
6 West quarter Section line of said Section 11
7 with a line 50.0 feet West of and parallel with
8 the East line of the Southeast quarter of said
9 Section 11;

10
11 thence Southerly along said parallel line, a
12 distance of 20.0 feet;

13
14 thence Westerly along a line parallel with said
15 East and West quarter Section line, a distance
16 of 30.0 feet;

17
18 thence Northerly along a line parallel with
19 said East line of the Southeast quarter of said
20 Section 11, a distance of 20.0 feet to said
21 East and West quarter Section line;

22
23 thence Easterly along said East and West
24 quarter Section line, a distance of 30.0 feet
25 to the Point of Beginning.

26
27 Lying in Broward County, Florida.
28 Containing a total of 1,300 acres, more or
29 less.

30 (d) If the majority of the voters voting in the
31 election as provided in subsection (b) determine that the

1 unincorporated lands described in subsection (c) be annexed
2 into the City of Deerfield Beach, said unincorporated lands
3 shall become a part of the City of Deerfield Beach on
4 September 15, 1999, pursuant to section 171.062, Florida
5 Statutes, except as provided for in this act.

6 (e) Upon annexation into the City of Deerfield Beach,
7 the following shall govern the lands within area 1:

8 (1) The present land use designation and zoning
9 provided for under the Broward County Comprehensive Plan and
10 Code of Ordinances of Broward County shall remain the law
11 governing area 1 provided for in this act. The land use
12 designations and zoning of Broward County shall be deemed
13 conforming law; and

14 (2) Any change of land use designation or zoning shall
15 be accomplished by enactment of the vote of the majority of
16 the full governing body of the City of Deerfield Beach.

17 (f) Notwithstanding subsection (e), the property known
18 as the Broward County Work Release Facility, the legal
19 description of which follows, shall be subject to the
20 following:

21
22 The existing land use designation as indicated in the Broward
23 County Future Unincorporated Area Land Use Element Map Series
24 and the existing land use and zoning regulations shall remain
25 applicable to the site of the Broward County Work Release
26 Facility, and neither the land use designation nor the land
27 use and zoning regulations shall be modified without the
28 consent of the Broward County Board of County Commissioners,
29 so long as the site is used as the Broward County Work Release
30 Facility.

31

1 Legal Description:

2

3 All of Rowan Replat, according to the Plat
4 thereof recorded in Plat Book 150, at Page 42,
5 of the Public Records of Broward County,
6 Florida:

7

8 Less and Except:

9 All that part of AREA "A" and AREA "C" of ROWAN
10 REPLAT, as recorded in Plat Book 150, Page 42,
11 of the Public Records of Broward County,
12 Florida, described as follows:

13

14 Beginning at the Southwest corner of said AREA
15 "A";

16

17 thence North 01°10'29" West, along the West
18 line of said AREA "A and a West line of said
19 AREA "C," 558.81 feet;

20

21 thence South 88°33'35" West, along the South
22 line of said AREA "C, 3.00 feet;

23

24 thence North 01°10'29" West, 157.00 feet;

25

26 thence North 88°28'34" East, 255.61 feet;
27 thence South 45°52'34" East, along a
28 Northeasterly boundary of said AREA "C," 88.13
29 feet;

30

31

1 thence North 88°28'34" East, along a North
2 boundary of said AREA "C," 51.04 feet;
3
4 thence South 01°10'29" East, 652.80 feet;
5
6 thence South 88°28'12" West, along the South
7 line of said AREA "A," 365.64 feet to the Point
8 of Beginning.
9
10 Less and Except:
11 All that part of the Southwest one-quarter (SW
12 1/4) of Section 15, Township 48 South, Range 42
13 East, Broward County, Florida, described as
14 follows:
15
16 Commencing at the Southwest corner of said
17 Section 15,
18
19 thence North 88°28'12" East along the South
20 line of said Section 15, 1032.97 feet; thence
21 North 01°10'29" West 100.00 feet to the Point
22 of Beginning of the lands herein described;
23
24 thence continue North 01°10'29" West, 652.80
25 feet;
26
27 thence North 88°28'34" East, 302.96 feet;
28
29 thence South 01°05'25" East, 652.77 feet;
30 thence South 88°28'12" West, 302.00 feet to the
31 Point of Beginning.

1
2 Less and Except: all of AREA "D," of Rowan
3 Replat according to the Plat thereof recorded
4 in Plat Book 150, at Page 42 of the Public
5 Records of Broward County, Florida.
6

7 (g) All public roads and the public rights-of-way
8 associated therewith, on the Broward County Road System, lying
9 within the limits of the lands subject to annexation herein,
10 as described in section 1, are transferred from Broward County
11 jurisdiction to the jurisdiction of the annexing municipality,
12 except for those portions of Military Trail and NW/NE 48
13 Street (Green Road) lying within the limits of the annexation
14 area. All rights, title, interests and responsibilities for
15 any transferred roads, including, but not limited to, the
16 ownership, operation, maintenance, planning, design and
17 construction of said roads and to the rights-of-way associated
18 therewith shall transfer from Broward County jurisdiction and
19 ownership to the jurisdiction and ownership of the annexing
20 municipality upon the effective date of this act.

21 Section 2. Extension of corporate limits; area 2.--

22 (a) Upon the effective date of this act, Broward
23 County shall be deemed to have completed a study of all the
24 properties described as area 2 of this act. The study shall
25 have determined the effects of annexation of area 2 into the
26 City of Pompano Beach, and the economic impact of the area
27 above referred to upon annexation into the City of Pompano
28 Beach. The study shall have determined the effects of
29 annexation on the employees of Broward County and how to
30 ameliorate same. The study shall also have considered
31 provision of law enforcement and fire rescue services. Broward

1 County shall be responsible for printing and distribution of
2 the study to residents of area 2 of this act.

3 (b) The Board of County Commissioners of Broward
4 County shall schedule an election in accordance with the
5 provisions of the law relating to elections currently in force
6 in Broward County on September 7, 1999. The subject of the
7 said election shall be the annexation of the area described
8 below as area 2 into the City of Pompano Beach. Only
9 registered voters residing in the area described below as area
10 2 may vote in said election. A mail ballot shall not be used
11 in this election.

12 (c) The legal description of area 2 shall be as
13 follows:

14
15 That portion of Sections 11, 12, 13, 14, 15,
16 16, 21, 22, 23, 24, 25, and 26, Township 48
17 South, Range 42 East and Sections 7, 18, 19,
18 and 30, Township 48 South, Range 43 East,
19 Broward County, Florida, described as follows:

20
21 Beginning at the intersection of Westerly
22 right-of-way line of U.S. Highway No. 1 as
23 described in Chapter 69-1513, Laws of Florida,
24 with the South line of the North half of the
25 North half of the Northwest quarter of said
26 Section 30;

27
28 thence Westerly along said South line and the
29 South line of the North half of the North half
30 of the Northeast quarter of said Section 25 and
31 the South line of the North half of the North

1 half of the Northwest quarter of said Section
2 25 to the Easterly right-of-way line of the
3 Florida East Coast Railway as described in
4 Ordinance No. 80-38 of the City Commission of
5 the City of Pompano Beach, Florida;
6
7 thence Northeasterly along said Easterly
8 right-of-way line to the South right-of-way
9 line of N.E. 24th Street (Copans Road) as
10 described in said Ordinance No. 80-38;
11
12 thence Northwesterly and Westerly along said
13 South right-of-way line, through said Section
14 25 and into said Section 26 to the East line of
15 the West half of said Section 26;
16
17 thence Northerly along said East line to the
18 North line of the West half of said Section 26;
19
20 thence Westerly along said North line and the
21 North line of the Northeast quarter of said
22 Section 27 to the Westerly right-of-way line of
23 the Seaboard Coastline Railroad as described in
24 Chapter 83-506, Laws of Florida;
25
26 thence Northeasterly along said Westerly
27 right-of-way line to a line 55.00 feet South of
28 and parallel with the North line of the South
29 half of the Northwest quarter of the Northwest
30 quarter of said Section 23;
31

1 thence Easterly along said parallel line to the
2 Easterly right-of-way line of the Seaboard
3 Coastline Railroad and the West line of that
4 parcel of land described in Ordinance No. 90-54
5 of the City Commission of the City of Pompano
6 Beach, Florida;
7
8 thence Southwesterly along said Easterly
9 right-of-way line and the West line of said
10 parcel and the West line of that parcel of land
11 described in Ordinance No. 90-53 of the City
12 Commission of the City of Pompano Beach,
13 Florida, to the Westerly right-of-way line of
14 Interstate 95 (State Road No. 9) as shown on
15 Florida Department of Transportation
16 Right-of-Way Map (Section 80670-2413);
17
18 thence North 88°30'27" East along said Westerly
19 right-of-way line and the South line of said
20 parcel described in said Ordinance No. 90-53, a
21 distance of 277.01 feet;
22
23 thence North 59°00'27" East along said Westerly
24 right-of-way line and the South line of said
25 parcel, a distance of 88.64 feet;
26
27 thence North 29°30'27" East along said Westerly
28 right-of-way line and the South line of said
29 parcel, a distance of 435.76 feet to the Point
30 of Curvature of a curve concave to the
31 Southeast;

1
2 thence Northeasterly along said Westerly
3 right-of-way line and the South line of said
4 parcel and the South line of said parcel
5 described in said Ordinance No. 90-54 and the
6 arc of said curve, having a radius of 772.00
7 feet and a central angle of 43°27'07", an arc
8 distance of 585.47 feet to a Point of Tangency;
9
10 (the following 12 courses are coincident with
11 the boundary of that parcel of land described
12 in Ordinance No. 90-54 of the City Commission
13 of the City of Pompano Beach, Florida)
14
15 thence North 73°03'48" East along said Westerly
16 right-of-way line, a distance of 679.79 feet to
17 the Point of Curvature of a curve concave to
18 the Northwest;
19
20 thence Northeasterly along said Westerly
21 right-of-way line and the arc of said curve,
22 having a radius of 901.74 feet and a central
23 angle of 31°24'05", an arc distance of 494.20
24 feet to a Point of Tangency;
25
26 thence North 41°39'43" East along said Westerly
27 right-of-way line, a distance of 474.37 feet;
28
29 thence North 37°39'43" East along said Westerly
30 right-of-way line, a distance of 929.07 feet to
31

1 the Point of Curvature of a curve concave to
2 the Northwest;
3
4 thence Northeasterly along said Westerly
5 right-of-way line and the arc of said curve,
6 having a radius of 3300.52 feet and a central
7 angle of 03°19'12", an arc distance of 191.25
8 feet to the North line of the Southwest quarter
9 of said Section 23;
10
11 thence South 88°36'48" West along said North
12 line, a distance of 1242.61 feet to the East
13 line of the West half of the Northwest quarter
14 of said Section 23;
15
16 thence North 01°31'35" West along said East
17 line, 1960.40 feet to the North line of the
18 South half of the Northwest quarter of the
19 Northwest quarter of said Section 23;
20
21 thence South 88°40'22" West along said North
22 line, a distance of 564.24 feet;
23
24 thence North 01°17'56" West, a distance of
25 153.74 feet;
26
27 thence South 88°42'03" West, a distance of
28 100.00 feet;
29
30 thence South 01°17'56" East, a distance of
31 208.79 feet to a line 55.00 feet South of and

1 parallel with the North line of the South half
2 of the Northwest quarter of the Northwest
3 quarter of said Section 23;
4
5 thence South 88°40'22" West along said parallel
6 line, a distance of 285.52 feet to the Easterly
7 right-of-way line of the Seaboard Coastline
8 Railroad;
9
10 thence continue South 88°40'22" West along said
11 parallel line to the Westerly right-of-way line
12 of the Seaboard Coastline Railroad as described
13 in Chapter 83-506, Laws of Florida;
14
15 thence Northeasterly along said Westerly
16 right-of-way line to the South right-of-way
17 line of N.W. 36th Street (Sample Road) as
18 described in said Chapter 83-506, Laws of
19 Florida;
20
21 thence Westerly along said South right-of-way
22 line through said Sections 23, 22, and into
23 said Section 21 to the Southerly extension of
24 the West line of the J.F.C. PLAT, as recorded
25 in Plat Book 133, Page 35 of the Public Records
26 of Broward County, Florida;
27
28 thence Northerly along said Southerly extension
29 and said West line to the North line of said
30 J.F.C. PLAT;
31

1 thence Easterly along said North line to the
2 West line of the G. & P. PLAT, as recorded in
3 Plat Book 96, Page 44 of the Public Records of
4 Broward County, Florida;
5
6 thence Northerly along said West line and the
7 West line of the WASTE MANAGEMENT INC. PLAT NO.
8 3, as recorded in Plat Book 133, Page 46 of the
9 Public Records of Broward County, Florida, to
10 the North line of said WASTE MANAGEMENT INC.
11 PLAT NO. 3;
12
13 thence Easterly along said North line to the
14 West right-of-way line of Powerline Road (State
15 Road 845);
16
17 thence Southerly along said West right-of-way
18 line to the North right-of-way line of N.W.
19 36th Street (Sample Road);
20
21 thence Easterly along said North right-of-way
22 line to the Westerly right-of-way line of the
23 Seaboard Coastline Railroad;
24
25 thence Northeasterly along said Westerly
26 right-of-way line to the South right-of-way
27 line of N.W. 48th Street (Green Road);
28
29 thence Easterly along said South right-of-way
30 line to the Easterly right-of-way line of the
31 Florida East Coast Railway;

1
2 thence Northeasterly along said Easterly
3 right-of-way line to the South line of Parcel
4 "A", "MORGAN PLAT NO.1", according to the plat
5 thereof, as recorded in Plat Book 110, Page 42
6 of the Public Records of Broward County,
7 Florida;
8
9 thence Easterly along said South line to the
10 East line of said Parcel "A"
11
12 thence Northerly along said East line to the
13 East right-of-way Line of N.E. 13th Way as
14 shown on said "MORGAN PLAT NO. 1"
15
16 thence Northerly along said East right-of-way
17 line and the West line of Parcel "B", said
18 "MORGAN PLAT NO. 1" to the North line of said
19 Parcel "B";
20
21 thence Easterly along said North line to the
22 Northeast corner of said Parcel "B";
23
24 thence Northerly along the Northerly extension
25 of the East line of said Parcel "B" to the
26 South right-of-way line of S.W. 15th Street as
27 described in Chapter 70-647, Laws of Florida;
28
29 thence Easterly along said South right-of-way
30 line to the Westerly right-of-way line of U.S.
31

1 Highway No. 1 as described in Chapter 70-783,
2 Laws of Florida;

3
4 thence Southwesterly along said Westerly
5 right-of-way line as described in Chapter
6 70-783, Chapter 70-784, and Chapter 69-1513,
7 Laws of Florida, to the Point of Beginning.

8
9 LESS AND EXCEPT

10
11 That parcel of land annexed to the City of
12 Pompano Beach, Florida by Ordinance 97-89 of
13 the City Commission of the City of Pompano
14 Beach, Florida more particularly described as
15 follows:

16
17 A portion of the P.C. PROPERTIES PLAT NO.1 as
18 recorded in Plat Book 93, Page 37, and a
19 portion of the lands comprising the plat of
20 POMPANO PROFESSIONAL PLAZA as recorded in Plat
21 Book 82, Page 33, all being recorded in the
22 Public Records of Broward County, Florida, and
23 being more particularly described as follows:

24
25 Begin at the Southwest corner of said plat of
26 P.C. PROPERTIES PLAT NO.1;

27
28 thence North 00°32'26" West along the West line
29 of said P.C. PROPERTIES PLAT NO.1, a distance
30 of 676.93 feet;
31

1 thence North 01°13'13" West, a distance of
2 449.88 feet to the Northwest corner of said
3 plat of P.C. PROPERTIES PLAT NO.1;
4
5 thence North 89°03'58" East, a distance of
6 543.79 feet;
7
8 thence South 01°12'02" East, a distance of
9 195.92 feet;
10
11 thence North 89°03'58" East, a distance of
12 190.35 feet to the West right-of-way line of
13 U.S. Highway No.1;
14
15 thence South 11°04'01" West, a distance of
16 68.64 feet;
17
18 thence South 07°15'10" West, a distance of
19 140.00 feet;
20
21 thence South 82°44'50" East, a distance of 9.97
22 feet;
23
24 thence South 07°15'10" West, a distance of
25 453.82 feet;
26
27 thence South 88°50'38" West, a distance of
28 150.00 feet;
29
30 thence South 07°15'47" West, a distance of
31 25.13 feet;

1
2 thence South 89°05'19" West, a distance of
3 27.50 feet;
4
5 thence South 00°54'41" East, a distance of
6 123.14 feet;
7
8 thence South 88°50'38" West, a distance of
9 133.88 feet;
10
11 thence South 00°32'33" East, a distance of
12 124.15 feet to the North right-of-way line of
13 N.E. 23 Street (A.K.A. Copans Road);
14
15 thence South 88°50'37" West, a distance of
16 332.63 feet to the Point of Beginning.
17
18 Lying in Broward County, Florida.
19 Containing 3,175 acres, more or less.
20
21 (d) If the majority of the voters voting in the
22 election as provided in subsection (b) determine that the
23 unincorporated lands described in subsection (c) be annexed
24 into the City of Pompano Beach, said unincorporated lands
25 shall become a part of the City of Pompano Beach on September
26 15, 1999, pursuant to section 171.062, Florida Statutes,
27 except as provided for in this act.
28 (e) Upon annexation into the City of Pompano Beach,
29 the following shall govern the lands within area 2:
30 (1) The present land use designation and zoning
31 provided for under the Broward County Comprehensive Plan and

1 Code of Ordinances of Broward County shall remain the law
2 governing area 2 provided for in this act. The land use
3 designations and zoning of Broward County shall be deemed
4 conforming law; and

5 (2) Any change of land use designation or zoning shall
6 be accomplished by enactment of the vote of the majority of
7 the full governing body of the City of Pompano Beach.

8 (f) All public roads and the public rights-of-way
9 associated therewith, on the Broward County Road System, lying
10 within the limits of the lands subject to annexation herein,
11 as described in section 2(c), are transferred from Broward
12 County jurisdiction to the jurisdiction of the annexing
13 municipality, except for those portions of Military Trail, NE
14 48 Street/NE 49 Street and Copans Road lying within the limits
15 of the annexation area. All rights, title, interests and
16 responsibilities for any transferred roads, including, but not
17 limited to, the ownership, operation, maintenance, planning,
18 design and construction of said roads and to the rights-of-way
19 associated therewith shall transfer from Broward County
20 jurisdiction and ownership to the jurisdiction and ownership
21 of the annexing municipality upon the effective date of this
22 act.

23 Section 3. Notwithstanding the provisions of sections
24 186.901, 218.245, and 218.26, Florida Statutes, to the
25 contrary, for all purposes under state law beginning with
26 fiscal year 1999, the total population for the Cities of
27 Pompano Beach and Deerfield Beach, Florida, shall include any
28 additional residents added to the cities by the approval of
29 the proposed annexations authorized by this act. The
30 Department of Revenue shall recalculate the revenue sharing
31 apportionment factors pursuant to section 218.245, Florida

1 Statutes, as of September 15, 1999, based on any increase in
2 municipal population generated by these proposed annexations.

3 Section 4. The City of Pompano Beach will extend and
4 enlarge the corporate limits of the city to include properties
5 described as area 2. No governmental entity shall take any
6 action that would limit the ability of the City of Pompano
7 Beach to receive anticipated utility taxes, utility franchise
8 fees, or other franchise fees.

9 Section 5. Subsequent to the effective date of this
10 act, no annexation by any municipality shall be effective in
11 the areas described within this act as areas 1 and 2.

12 Section 6. This act shall take effect only upon its
13 approval by a majority vote of those qualified electors
14 residing in those areas as described in section 1, subsection
15 (c), and section 2, subsection (c), respectively, voting in a
16 referendum election to be called by the Board of County
17 Commissioners of Broward County, to be held on September 7,
18 1999, in accordance with the provisions of law relating to
19 elections currently in force, except that this section shall
20 take effect upon becoming a law.

1
2 An act relating to the City of Deerfield Beach,
3 Broward County; extending and enlarging the
4 corporate limits of the City of Deerfield Beach
5 to include specified unincorporated lands
6 within said corporate limits; providing an
7 effective date.

8
9 Be It Enacted by the Legislature of the State of Florida:

10
11 Section 1. The present corporate limits of the City of
12 Deerfield Beach, Broward County, Florida, are hereby extended
13 and enlarged so as to include, in addition to the territory
14 presently within its corporate limits, the Northerly 20 feet
15 of the Westerly 30 feet of the Easterly 80 feet of the
16 Southeast one-quarter (SE. 1/4) of Section 11, Township 48
17 South, Range 42 East, as described in that certain Public
18 Purpose Quitclaim Deed as recorded in Official Records Book
19 10750, Page 188, of the Public Records of Broward County,
20 Florida.

21
22 The bearings shown hereon are based on an
23 assumed meridian. The North line of Section
24 11, Township 48 South, Range 42 East bears
25 South 88°22'20" West.

26
27 Containing 0.1 acres, more or less.

28
29 Section 2. All public roads and the public
30 rights-of-way associated therewith, lying within the limits of
31 the lands subject to annexation herein, as described in

1 section 1, are transferred from Broward County jurisdiction to
2 the jurisdiction of the annexing municipality, except any
3 county collector roads.

4 Section 3. On the effective date of this act, the City
5 of Deerfield Beach shall be responsible for and embodied with
6 all municipal powers granted in chapter 166, Florida Statutes,
7 over territory hereby annexed.

8 Section 4. Nothing in this chapter shall be construed
9 to affect or abrogate the rights of parties to any contracts,
10 whether the same be between Broward County and a third party
11 or between nongovernmental entities, which contracts are in
12 effect prior to the effective date of annexation.

13 Section 5. This act shall take effect September 15,
14 2000.

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

A bill to be entitled

An act relating to Broward County; providing for extending the corporate limits of the City of Deerfield Beach; providing for annexation of specified unincorporated areas; providing for an interlocal agreement; providing for continuation of certain Broward County regulations; providing for the transfer of public roads and rights-of-way; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. That the following described lands shall be annexed into and a part of the City of Deerfield Beach effective September 15, 2004:

That portion of Sections 11, 13 and 14 Township 48 South, Range 42 East, Broward County, Florida, described as follows:

BEGINNING at the intersection of the centerline of N.W. 36 Street (Sample Road) with the Easterly right-of-way line of the Seaboard Coastline Railroad, being a point on the municipal boundary of the City of Pompano Beach, as described in Chapter 2000-458, Laws of Florida;

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

Thence Northeasterly along said municipal boundary and
along said Easterly right-of-way line to the North
right-of-way line of Sample Road, as described in said
Chapter 2000-458, Laws of Florida;

Thence Westerly along said North right-of-way line and
said municipal boundary to the Westerly right-of-way
line of the Seaboard Coastline Railroad, being a point
on the municipal boundary of the City of Deerfield
Beach, as described in Chapter 99-471, Laws of
Florida;

Thence along said municipal boundary the following two
courses;

Thence Northeasterly along said Westerly right-of-way
line, to the South right-of-way line of N.W./N.E. 48
Street (Green Road);

Thence Easterly along said South right-of-way line to
the Easterly right-of-way line of the Florida East
Coast Railway;

Thence Southwesterly along said Easterly right-of-way
line to the centerline of N.E. 36 Street (Sample
Road);

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

Thence Westerly along said centerline of N.E./N.W. 36
Street (Sample Road) to the POINT OF BEGINNING.

Section 2. An interlocal agreement shall be developed
between the governing bodies of Broward County and the City of
Deerfield Beach and executed prior to the effective date of the
annexation as provided for in section 1. The agreement shall
include a financially feasible plan for transitioning county
services, buildings, infrastructure, waterways, and employees.

Section 3. Upon annexation into the municipality, the
following provisions shall govern the areas described in section
1:

(1) The present land use designations and zoning districts
provided for under the Broward County Comprehensive Plan and
Code of Ordinances of Broward County shall remain the law
governing the area described in section 1, notwithstanding the
fact that the area described in section 1 is now a part of a
municipality.

(2) Any change of zoning districts or land use
designations may only be accomplished by enactment of the vote
of the majority of the full governing body of the municipality
plus one.

(3) Notwithstanding subsections (1) and (2), any use,
building, or structure that is legally in existence at the time
that the area described in section 1 becomes a part of the
municipality shall not be made a prohibited use by the
municipality, on the property of said use, for as long as the

ENROLLED
HB 1407, Engrossed 1

2004 Legislature

use shall continue, and said use shall not be voluntarily abandoned.

Section 4. Subsequent to the effective date of this act, no change in land use designation or zoning shall be effective within the limits of the lands subject to annexation herein until the area described in section 1 has been annexed into the municipality. No annexation within the area described in section 1 by any municipality shall occur during the time period between the effective date of this act and the effective date of the annexation.

Section 5. Subsequent to the effective date of the annexation, any resident in the area to be annexed by this act into the City of Deerfield Beach shall be deemed to have met any residency requirements for candidacy for any municipal office.

Section 6. Nothing in this chapter shall be construed to affect or abrogate the rights of parties to any contracts, whether the same be between Broward County and a third party or between nongovernmental entities, which contracts are in effect prior to the effective date of the annexation.

Section 7. All public roads and the public rights-of-way associated therewith, on the Broward County Road System, lying within the limits of the lands subject to annexation herein, as described in section 1, are transferred from Broward County jurisdiction to the jurisdiction of the annexing municipality. All rights, titles, interests, and responsibilities for any transferred roads, including, but not limited to, the ownership, operation, maintenance, planning, design, and construction of said roads, and the rights-of-way associated therewith shall

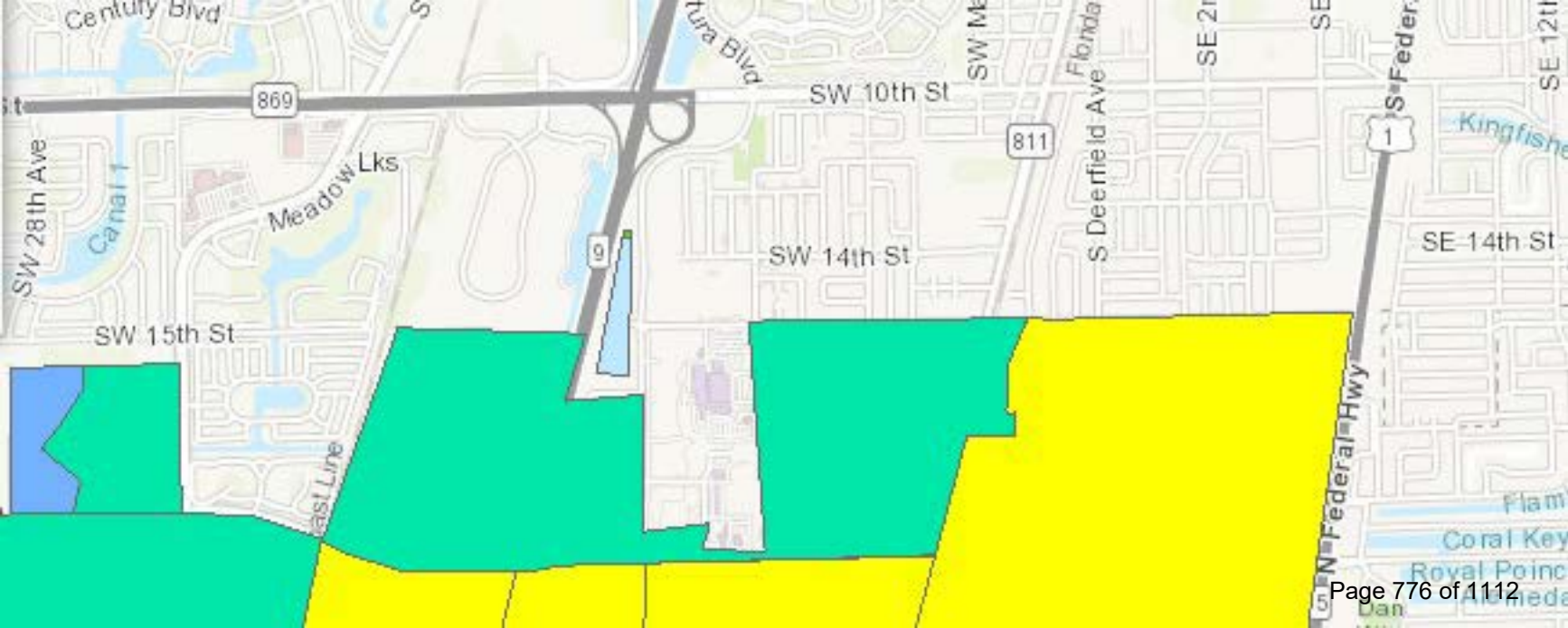
ENROLLED

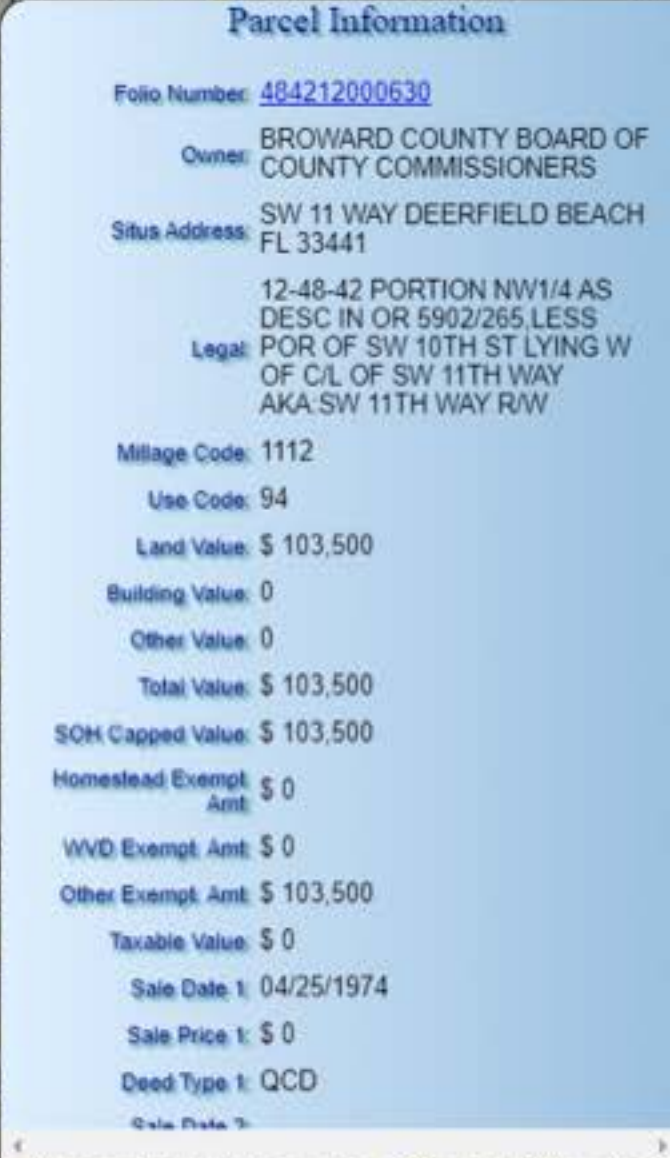
HB 1407, Engrossed 1

2004 Legislature

transfer from Broward County jurisdiction and ownership to the jurisdiction and ownership of the annexing municipality upon the effective date of the annexation.

Section 8. This act shall take effect upon becoming a law.







City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2243

Agenda Date: 11/14/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2023/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Recommended Action

Commission to vote on the Ordinance and set a public hearing date for December 12, 2023

Voting Requirement

Enactment requires a 3/5 vote of the City Commission

Background/History

Several large-dollar projects within the Utility Fund FY2023 and FY2024 Capital Budgets as well as for the Utility Fund's Five-Year Capital Improvement Plan have been approved for debt financing. On July 18, 2023, the City Commission approved a "resolution of intent" to issue tax-exempt debt in an amount not to exceed \$45.2 million to finance the costs of improvements to the City's Water and Sewer System and to use a portion of the proceeds of such debt to reimburse expenditures paid or incurred prior to the date of issuance. The approval of the resolution was the initial required step when there is an expectation of payment for expenditures related to these debt-financed projects that will occur prior to the actual associated issuance of debt on a tax-exempt basis.

City staff, along with financial and utility management consultants and the legal team, considered and evaluated several funding strategies to assess and understand the potential impacts of each strategy as it pertains to cash flow, debt service coverage, and reserve positions by utilizing the modeling created by Raftelis for the feasibility study. The goal was to provide the funding needed for the imminent projects, preserve as much flexibility as possible, and identify/mitigate risks.

As indicated in July, the City will utilize debt financing in two phases; initial smaller borrowing through a bank loan in FY2024 (the "Bank Loan"), and then a larger long-term issuance of rated

Water/Wastewater Revenue Bonds in the next 12 to 18 months. This affords the ability to fully design the Ion Exchange Treatment System implementation, which has a projected construction budget of approximately \$19 million.

Below is a list of the projects currently being contemplated for debt-financing in which activity has begun:

- 1) Ion Exchange System Design Phase - \$1.8M
- 2) Nano Filtration Programmable Logic Controller (PLC) Instrumentation Rehabilitation - \$292K
- 3) Nano Filtration Replace Single Sand Strainer with Three Strainers - \$2.1M
- 4) Chemical Line and Bulk Tank Replacement Project (Nano Filtration/Reverse Osmosis Chemical System Upgrades) - \$5.3M
- 5) Water and Sewer Upgrades for Pioneer Grove and FAU Research Park Blvd - \$1.2M

Once the proceeds of the Bank Loan are received, the City will have 24 - 36 months to spend the funding. To allow for the maximum amount of time for the larger projects to be fully developed and shovel ready, the Utilities Fund has cash flow levels that can initially fund the smaller projects until they are replenished from loan proceeds.

Current Activity

On behalf of the City, our financial consultants – Davenport & Company – distributed a request for proposals (RFP) to approximately 100 local, regional, and national banks for a Direct Bank Loan to obtain financing for Water and Sewer projects in an amount up \$16.5 million. The proposals were due no later than October 25, 2023. The RFP included several options with respect to the term of the Bank Loan:

- Long-term borrowing with up to a 20 year amortization
- Bond Anticipation Note (BAN) with a 2-3 year maturity
- Line of Credit (LOC)
-

The Bank Loan would be secured by a senior pledge on Water and Sewer Revenues.

Six (6) proposals were received from the following institutions:

- Bank of America (BofA),
- Capital One Public Funding (Capital One),
- JP Morgan Chase Bank (JP Morgan),
- TD Bank,
- Webster Bank, and
- Wells Fargo.

City staff, along with the consultants and the legal team, are actively evaluating the proposals and are requesting the Commission to authorize staff to negotiate with the proposers and to select and execute a final agreement that will come before you at the December 12 regular Commission meeting.

Recommendation

Staff recommends approval of this Ordinance on first reading and the setting of a public hearing date for December 12, 2023.

ORDINANCE NO. 2023/ _____

AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY (“OBLIGATIONS”), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY’S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Ordinance is enacted pursuant to (a) Chapter 166, Florida Statutes, as amended; (b) the City Charter of the City of Deerfield Beach, Florida; (c) Article VIII, Section 2, of the Florida Constitution; and (d) other applicable provisions of law.

SECTION 2. DEFINITIONS, CAPTIONS AND HEADINGS.

(a) As used herein, unless the context otherwise requires:

“City” means the City of Deerfield Beach, Florida.

“City Commission” means the City Commission of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Obligations” mean bonds, notes or any other type of debt obligations issued by the City under authority of this Ordinance and a Supplemental Resolution to finance all or a portion of the cost of the Project.

“Outstanding Parity Obligations” means the Series 2018 Note.

“Pledged Revenues” has the meaning ascribed to such term in that certain Loan Agreement, dated as of June 13, 2018, by and between the City and Bank of America, N.A.

“Project” means the capital improvements to the City’s Water and Sewer System to be financed, in whole or in part, with the proceeds of the Obligations.

“Series 2018 Note” means the City’s Water and Sewer Revenue Refunding Note, Series 2018, issued in the original principal amount of \$11,397,242.60.

“Supplemental Resolution” means and includes any resolution of the City Commission supplemental to this Ordinance relating to the Obligations.

“Tax-Exempt Obligations” means Obligations issued with the intent that the interest thereon be excludable from the gross income of the owners thereof under the Code.

“Water and Sewer System” means any and all water production, transmission, purification and distribution facilities and appurtenant facilities; sewage collection, transmission, treatment and disposal facilities and appurtenant facilities now owned and operated or hereafter owned and operated by the City, including the City’s interest in any such facilities jointly owned by it with one or more other entities which system shall also include any and all improvements, extensions and additions thereto thereafter constructed or acquired, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith.

(b) All capitalized terms used herein without definitions shall have the meanings specified in this Ordinance, the Supplemental Resolution or any loan agreement authorized thereby, as applicable, unless the context otherwise requires.

(c) The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any section, subsection, paragraph, subparagraph, sentence, clause, phrase or word contained herein.

SECTION 3. FINDINGS. It is hereby ascertained, found, determined and declared that:

(a) The City now owns, operates and maintains the Water and Sewer System.

(b) It is in the best interests of the City and its residents to make certain capital improvements to the Water and Sewer System.

(c) It is desirable for the City Commission to authorize, by this Ordinance, as the same shall be supplemented by a resolution supplemental hereto, the issuance and sale of the Obligations as herein provided and to use the proceeds thereof, together with other available

moneys, to pay for all or a portion of the cost of the Project and the costs of issuance of the Obligations.

(d) The Obligations, if and when issued, shall be secured and payable from the Pledged Revenues on a parity with the Outstanding Parity Obligations.

(e) The proposed issuance of the Obligations serves a valid and proper municipal purpose and public purpose.

(f) Subject to the terms hereof, the terms and details of the Obligations shall be as set forth or provided for in a Supplemental Resolution.

SECTION 4. AUTHORIZATION OF OBLIGATIONS.

(a) The City Commission hereby authorizes and approves the issuance and sale of the Obligations, in the aggregate principal amount of not to exceed \$16,500,000, for the purpose of providing funds, together with other available moneys, to pay the cost of the Project and pay the costs of issuance of the Obligations. The principal amount of the Obligations shall be determined by, or provided for in, a Supplemental Resolution. The Obligations shall be dated, shall bear interest at a rate or rates, shall be payable, shall mature, shall be subject to redemption, and shall have such other characteristics as shall be provided for in a Supplemental Resolution; provided, however that (i) the principal amount of the Obligations shall not exceed \$16,500,000, (ii) the final maturity thereof shall not exceed twenty (20) years from their date of issuance, and (iii) the interest rate thereon shall not exceed the maximum interest rate permitted by applicable law. The Supplemental Resolution for the Obligations shall also provide for the award and manner of sale of such Obligations.

(b) The Obligations shall be designated as set forth in the Supplemental Resolution.

(c) The Obligations shall be secured by the Pledged Revenues on a parity with the Outstanding Parity Obligations.

(d) The Obligations may be issued as Tax-Exempt Obligations or as taxable Obligations.

(e) The following conditions shall be complied with prior to the issuance of the Obligations:

(i) Prior to the issuance and sale of the Obligations to the original purchaser, the City Commission shall have adopted a Supplemental Resolution specifying the terms of the Obligations as required hereby or delegating to the City Manager the authority to determine the terms of the Obligations within the parameters set forth herein and in said Supplemental Resolution.

(ii) Prior to the issuance and sale of the Obligations to the original purchaser, the City Commission shall have adopted a Supplemental Resolution (which may be the

resolution described in (i) above) providing for the negotiated sale and award of the Obligations to the original purchaser within the parameters set forth herein and in the Supplemental Resolution.

SECTION 5. AUTHORIZATION OF PROJECT. The City Commission hereby authorizes the Project and the application of the proceeds of the Obligations to pay the costs thereof and the costs of issuance of the Obligations.

SECTION 6. AUTHORIZATION OF NEGOTIATIONS. The City Manager, the Chief Financial Officer, the City Attorney, bond counsel to the City and the financial advisor for the City are each hereby authorized to negotiate with banks or other financial institutions for the purchase of the Obligations and with respect to the terms of the Obligations. The City Manager is hereby authorized to accept the commitment from the institution offering, in his opinion, after consultation with the financial advisor, the best terms for the purchase of the Obligations. The final terms of the Obligations, as so agreed to by the City Manager, shall be set forth in the Supplemental Resolution or in the form of the loan agreement approved thereby. The City Attorney and bond counsel to the City are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the Obligations.

SECTION 7. GENERAL AUTHORITY. The members of the City Commission, the City Manager, the Chief Financial Officer, the City Attorney, the City Clerk and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, the Supplemental Resolution or any loan agreement approved thereby, desirable or consistent with the requirements of this Ordinance, the Supplemental Resolution or the loan agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the City Commission, the City Manager, the Chief Financial Officer, the City Clerk and the City Attorney is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 8. COMPLIANCE WITH OPEN MEETING LAW. It is found and determined that all formal actions of the City Commission concerning and relating to the enactment of this Ordinance were taken in open meetings of the City Commission and that all deliberations of the City Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes and the City Charter.

SECTION 9. CONFLICT. All ordinances or resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

SECTION 10. SEVERABILITY. In case any section or provision of this Ordinance, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Ordinance or any application thereof is held to be illegal or invalid for any reason by a court of competent jurisdiction, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Ordinance, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained herein. Any illegality, invalidity or inoperability shall

not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and enactment on second reading.

PASSED 1ST READING ON THIS 14TH DAY NOVEMBER, 2023

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA

By: _____
Bill Ganz, Mayor

(SEAL)

(ATTEST)

By: _____
Heather Montemayor, CMC, City Clerk



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2176

Agenda Date: 11/14/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #23-18-BA for construction phase services for the Pioneer Grove Local Activity Center Drainage Improvements Project; authorizing execution of an agreement with the top ranked, responsive and responsible proposer, Heavy Civil, Inc., for the services in an amount not to exceed \$1,055,540.38; providing for implementation and an effective date. (Funds from Account #462-5070-538-65-30 - Stormwater Capital Fund & Account #358-5060-519-61-12 - FY24 City Hall Renovations CIP Project)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,055,540.38

Account Name: Stormwater Capital Fund

Account Number: 462-5070-538-65-30

Secondary Account Name: FY24 City Hall Renovations CIP project

(HMGP grant funded up to \$655,546.38 + Stormwater Capital \$400,000)

Secondary Account Number: 358-5060-519-61-12

Background/History

Resolution 2023/044 approved a grant agreement with the State of Florida Division of Emergency Management for the Hazard Mitigation Grant Program for the Phase II City Hall Wind Retrofit and Drainage Project. Due to the nature of the different disciplines, this project was bid as two Request for Proposal Packages, one for the City Hall Wind Retrofit and the other for the Drainage Project referred to herein as the Pioneer Grove (LAC) Drainage Improvements. The City Hall Wind Retrofit bid award recommendation will follow in the future.

The Purchasing and Contract Administration Division issued a Request for Proposals (RFP) for Pioneer Grove (LAC) Drainage Improvements, RFP #23-18-BA. The RFP was advertised in the legal notices section of the Sun-Sentinel on August 7, 2023. The notice was also sent to three hundred fifty-nine (359) prospective Offerors via the e-Procurement Marketplace. Fifteen (15) vendors viewed the documents of the RFP. On August 16, 2023 at 11:00 AM EST, a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom. On September 22, 2023, at 2:00 PM EST, the due date and time, the Purchasing and Contract Administration Division closed and unsealed four (4) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements. Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation package, which consisted of:

evaluation committee policies and procedures, and the evaluation sheets. Each Evaluation Committee Member independently reviewed and scored the four (4) responsive proposals according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on October 10, 2023 at 9:00 AM EST in person.

Current Activity

The proposals were evaluated based on the following weighted criteria: Price, Qualifications and Experience of Principals and Staff, Understanding of the Project and City's Objectives, History and Past Performances of Similar Projects, Construction Approach and Process, Availability of Personnel, Facilities and Equipment, Project Scheduling and Phasing. Scores for FG Construction, LLC and Heavy Civil, Inc. were upward by 5% percent for meeting the City's Disadvantage Business Enterprise Program.

Following the final ranking, a motion was made to recommend the City Commission approve the ranking and award a contract to the first ranked proposer, Heavy Civil, Inc. The Evaluation Committee was unanimous in their decision. Reference checks were conducted on Heavy Civil, Inc. and revealed positive ratings.

Recommendation

It is recommended the City Commission approve the ranking and award a contract to the first ranked proposer, Heavy Civil,

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #23-18-BA FOR CONSTRUCTION PHASE SERVICES FOR THE PIONEER GROVE LOCAL ACTIVITY CENTER DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER, HEAVY CIVIL, INC., FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED \$1,055,540.38; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the City issued Request for Proposals No. 23-18-BA (the “RFP”) for construction phase services (the “Services”) related to the Pioneer Grove Local Activity Center Drainage Improvements Project (the “Project”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on August 7, 2023 and the notice was also sent to 359 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 15 firms viewed the RFP documents; and

WHEREAS, on September 22, 2023 at 2:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) unsealed the four (4) proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the Evaluation Committee (the “Committee”) independently reviewed and scored the four responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the Committee meeting was held on October 10, 2023 to discuss the proposals, and the Committee members amended their scores and re-ranked the proposals based on the weighted criteria stated in the RFP and included a 5% adjustment to the scores of FG Construction, LLC and Heavy Civil, Inc. based upon the Disadvantaged Business Enterprise Program pursuant to Section 38-130 of Code of Ordinances; and

WHEREAS, after the final Committee ranking, the Committee unanimously voted to recommend to the City Commission to approve the Committee’s ranking (the “Ranking”) and award a contract to the top ranked responsive and responsible proposer, Heavy Civil, Inc.; and

WHEREAS, Heavy Civil Inc.’s proposal response is for an amount not to exceed \$1,055,540.38; and

WHEREAS, part of the Project is being funded through the Hazard Mitigation Grant Program; and

WHEREAS, the Project is to be substantially completed within 335 calendar days from the Notice to Proceed with Final Completion scheduled for within 365 days from the date of issuance of the Notice to Proceed.

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

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

Section 2. The City Commission hereby approves the Ranking and award of the RFP to Heavy Civil, Inc. as the top ranked responsive and responsible Proposer.

Section 3. The City Manager is hereby authorized to execute an agreement with Heavy Civil, Inc. for the Services in an amount not to exceed \$1,055,540.38, which agreement shall be consistent with the terms of the RFP, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services
FROM: Bogdan Avasiloe, Purchasing Manager
DATE: October 23, 2023
RE: **Pioneer Grove (LAC) Drainage Improvements, RFP #23-18-BA**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Pioneer Grove (LAC) Drainage Improvements, RFP #23-18-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on August 7, 2023.
- The notice was also sent to three hundred fifty-nine (359) prospective Offeror's via the e-Procurement Marketplace.
- Fifteen (15) vendors viewed the documents of the RFP.
- On August 16, 2023 at 11:00 AM EST, a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- On September 22, 2023, at 2:00 PM EST, the due date and time, the Purchasing and Contract Administration Division closed and unsealed four (4) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the four (4) responsive proposals according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on October 10, 2023 at 9:00 AM EST in person.
- The Evaluation Committee consisted of: Priscilla Cygielnik, Director of Environmental Services Recreation; Patricia Desir, Project Engineer; Josef Farbiarz, Capital Projects Engineer.

- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Price	5
Qualifications and Experience of Principals and Staff	3
Understanding of the Project and City's Objectives	3
History and Past Performances of Similar Projects	3
Construction Approach and Process	2
Availability of Personnel, Facilities and Equipment	2
Project Scheduling and Phasing	2

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

Ranking	Priscilla Cygielnik	Josef Farbiarz	Patricia Desir	Total	Ranking
FG Construction, LLC	160.65 ^{/ 2}	150.15 ^{/ 2}	139.65 ^{/ 1}	5	1
Heavy Civil, Inc.	191.10 ^{/ 1}	141.75 ^{/ 3}	129.15 ^{/ 2}	6	2
Emerald Construction Corporation	143 ^{/ 3}	155 ^{/ 1}	79 ^{/ 4}	8	3
C & W Piping, Inc.	116 ^{/ 4}	110 ^{/ 4}	107 ^{/ 3}	11	4

- Two of the Proposers (FG Construction, LLC; Heavy Civil, Inc.) provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents, as per City Ordinance Section 38-130, which allows their scores to be adjusted upward by five (5%) percent. The above scores reflect the (5%) percent adjustment.
- After the initial scoring and the Evaluation Committee discussions of the proposals, there were changes made independently by the Evaluation Committee Members to their scores and ranking as followings:

Ranking	Priscilla Cygielnik	Josef Farbiarz	Patricia Desir	Total	Ranking
Heavy Civil, Inc.	191.10 ^{/ 1}	164.85 ^{/ 1}	145.95 ^{/ 1}	3	1
FG Construction, LLC	160.65 ^{/ 2}	141.75 ^{/ 2}	108.15 ^{/ 2}	6	2
Emerald Construction Corporation	143 ^{/ 3}	128 ^{/ 3}	79 ^{/ 4}	10	3
C & W Piping, Inc.	116 ^{/ 4}	100 ^{/ 4}	107 ^{/ 3}	11	4

- The above scores reflect the (5%) percent upward adjustment for FG Construction, LLC; Heavy Civil, Inc. for meeting the Disadvantage Business Enterprise Program stated in the RFP.
- Following the final ranking, Priscilla Cygielnik made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked proposer Heavy Civil, Inc. This motion was seconded by Josef Farbiarz. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Heavy Civil, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

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

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

Att: Tabulation Sheets, Tabulation Summary, Scope of Work

1	Lot I: Site Work / Demolition as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	1	Lump Sum	\$287,789.14	\$287,789.14
	C&W Pipeline Inc.	1	Lump Sum	\$319,536.00	\$319,536.00
	Emerald Construction Corp	1	Lump Sum	\$425,439.35	\$425,439.35
	FG Construction, LLC	1	Lump Sum	\$471,276.74	\$471,276.74

1.1	Demolition/Pipe Grouting and Abandonment as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	1	Lump Sum	\$8,880.47	\$8,880.47
	Heavy Civil Inc.	1	Lump Sum	\$15,700.00	\$15,700.00
	C&W Pipeline Inc.	1	Lump Sum	\$25,000.00	\$25,000.00
	FG Construction, LLC	1	Lump Sum	\$42,062.50	\$42,062.50

1.2	Erosion and Sediment Control as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	1	Lump Sum	\$3,000.00	\$3,000.00
	C&W Pipeline Inc.	1	Lump Sum	\$12,500.00	\$12,500.00
	FG Construction, LLC	1	Lump Sum	\$26,428.13	\$26,428.13
	Emerald Construction Corp	1	Lump Sum	\$35,521.85	\$35,521.85

1.3	Asphalt / Concrete Removal as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	C&W Pipeline Inc.	1208	yd2	\$8.00	\$9,664.00
	Heavy Civil Inc.	1208	yd2	\$19.04	\$23,000.32
	FG Construction, LLC	1208	yd2	\$25.11	\$30,332.88
	Emerald Construction Corp	1208	yd2	\$28.42	\$34,331.36

1.4	Earthwork - General Cut and Fill as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	C&W Pipeline Inc.	4133	yd3	\$14.00	\$57,862.00
	FG Construction, LLC	4133	yd3	\$20.21	\$83,527.93
	Heavy Civil Inc.	4133	yd3	\$26.94	\$111,343.02
	Emerald Construction Corp	4133	yd3	\$35.53	\$146,845.49

1.5	16" Limerock Base as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	660	yd2	\$26.21	\$17,298.60
	C&W Pipeline Inc.	660	yd2	\$35.00	\$23,100.00
	Emerald Construction Corp	660	yd2	\$35.53	\$23,449.80
	FG Construction, LLC	660	yd2	\$74.27	\$49,018.20

1.6	12" Compacted Subgrade as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	660	yd2	\$2.12	\$1,399.20
	FG Construction, LLC	660	yd2	\$14.84	\$9,794.40
	C&W Pipeline Inc.	660	yd2	\$19.50	\$12,870.00
	Emerald Construction Corp	660	yd2	\$23.69	\$15,635.40

1.7	2.5" SP-9.5/12.5 Asphaltic Concrete as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	660	yd2	\$22.66	\$14,955.60
	Emerald Construction Corp	660	yd2	\$33.16	\$21,885.60
	C&W Pipeline Inc.	660	yd2	\$34.00	\$22,440.00
	FG Construction, LLC	660	yd2	\$71.31	\$47,064.60

1.8	1" Asphalt Mill and Resurface as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	4000	yd2	\$5.93	\$23,720.00
	Heavy Civil Inc.	4000	yd2	\$11.70	\$46,800.00
	C&W Pipeline Inc.	4000	yd2	\$16.00	\$64,000.00
	FG Construction, LLC	4000	yd2	\$22.35	\$89,400.00

1.9	Curbing as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	C&W Pipeline Inc.	560	LF	\$35.00	\$19,600.00
	FG Construction, LLC	560	LF	\$40.36	\$22,601.60
	Heavy Civil Inc.	560	LF	\$40.79	\$22,842.40
	Emerald Construction Corp	560	LF	\$53.29	\$29,842.40

1.10	Concrete 4" Thick as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	550	yd2	\$51.00	\$28,050.00
	C&W Pipeline Inc.	550	yd2	\$60.00	\$33,000.00
	FG Construction, LLC	550	yd2	\$70.63	\$38,846.50
	Emerald Construction Corp	550	yd2	\$71.05	\$39,077.50

1.11	Sod as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	FG Construction, LLC	6	yd2	\$18.75	\$112.50
	Emerald Construction Corp	6	yd2	\$71.05	\$426.30
	Heavy Civil Inc.	6	yd2	\$150.00	\$900.00
	C&W Pipeline Inc.	6	yd2	\$250.00	\$1,500.00

1.12	Restoration as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	1	Lump Sum	\$2,500.00	\$2,500.00
	FG Construction, LLC	1	Lump Sum	\$32,087.50	\$32,087.50
	C&W Pipeline Inc.	1	Lump Sum	\$38,000.00	\$38,000.00
	Emerald Construction Corp	1	Lump Sum	\$45,823.18	\$45,823.18

2	Lot II: Storm Sewer as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	1	Lump Sum	\$602,802.43	\$602,802.43
	Heavy Civil Inc.	1	Lump Sum	\$623,751.24	\$623,751.24
	FG Construction, LLC	1	Lump Sum	\$808,774.85	\$808,774.85
	C&W Pipeline Inc.	1	Lump Sum	\$821,870.00	\$821,870.00

2.1	Type C/D Inlet With Grate as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	8	ea	\$7,696.41	\$61,571.28
	C&W Pipeline Inc.	8	ea	\$10,200.00	\$81,600.00
	FG Construction, LLC	8	ea	\$11,415.63	\$91,325.04
	Heavy Civil Inc.	8	ea	\$12,800.00	\$102,400.00

2.2	Type J Inlet with Riser and Grate as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	6	ea	\$9,827.72	\$58,966.32
	C&W Pipeline Inc.	6	ea	\$11,250.00	\$67,500.00
	Heavy Civil Inc.	6	ea	\$13,340.00	\$80,040.00
	FG Construction, LLC	6	ea	\$31,233.34	\$187,400.04

2.3	24" Concrete Endwall as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	FG Construction, LLC	1	ea	\$8,267.02	\$8,267.02
	Emerald Construction Corp	1	ea	\$11,840.62	\$11,840.62
	C&W Pipeline Inc.	1	ea	\$12,500.00	\$12,500.00
	Heavy Civil Inc.	1	ea	\$13,220.00	\$13,220.00

2.4	Twin 36" Endwall as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	1	ea	\$10,656.56	\$10,656.56
	FG Construction, LLC	1	ea	\$11,023.27	\$11,023.27
	Heavy Civil Inc.	1	ea	\$11,575.00	\$11,575.00
	C&W Pipeline Inc.	1	ea	\$18,500.00	\$18,500.00

2.5	Conflict Structure as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	1	ea	\$9,472.50	\$9,472.50
	Heavy Civil Inc.	1	ea	\$11,450.00	\$11,450.00
	C&W Pipeline Inc.	1	ea	\$15,000.00	\$15,000.00
	FG Construction, LLC	1	ea	\$35,756.25	\$35,756.25

2.6	60: PP Pipe as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	612	LF	\$416.00	\$254,592.00
	Emerald Construction Corp	612	LF	\$438.11	\$268,123.32
	C&W Pipeline Inc.	612	LF	\$485.00	\$296,820.00
	FG Construction, LLC	612	LF	\$501.70	\$307,040.40

2.7	36" PP Pipe as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	76	LF	\$143.68	\$10,919.68
	Emerald Construction Corp	76	LF	\$201.30	\$15,298.80
	FG Construction, LLC	76	LF	\$322.82	\$24,534.32
	C&W Pipeline Inc.	76	LF	\$405.00	\$30,780.00

2.8	24" PP Pipe as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Emerald Construction Corp	236	LF	\$142.09	\$33,533.24
	Heavy Civil Inc.	236	LF	\$185.08	\$43,678.88
	FG Construction, LLC	236	LF	\$215.10	\$50,763.60
	C&W Pipeline Inc.	236	LF	\$365.00	\$86,140.00

2.9	18" PP Pipe as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	FG Construction, LLC	299	LF	\$116.36	\$34,791.64
	Heavy Civil Inc.	299	LF	\$158.95	\$47,526.05
	Emerald Construction Corp	299	LF	\$183.71	\$54,929.29
	C&W Pipeline Inc.	299	LF	\$340.00	\$101,660.00

2.10	Exfiltration Trench as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	301	LF	\$160.63	\$48,349.63
	FG Construction, LLC	301	LF	\$192.27	\$57,873.27
	Emerald Construction Corp	301	LF	\$260.50	\$78,410.50
	C&W Pipeline Inc.	301	LF	\$370.00	\$111,370.00

3	Lot III: General Conditions as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	1	Lump Sum	\$144,000.00	\$144,000.00
	C&W Pipeline Inc.	1	Lump Sum	\$154,000.00	\$154,000.00
	Emerald Construction Corp	1	Lump Sum	\$232,256.97	\$232,256.97
	FG Construction, LLC	1	Lump Sum	\$352,525.46	\$352,525.46

3.1	Permit Fees as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	1	Lump Sum	\$2,500.00	\$2,500.00
	FG Construction, LLC	1	Lump Sum	\$7,500.00	\$7,500.00
	Emerald Construction Corp	1	Lump Sum	\$9,472.50	\$9,472.50
	C&W Pipeline Inc.	1	Lump Sum	\$30,000.00	\$30,000.00

3.2	Mobilization/Demobilization as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	Heavy Civil Inc.	1	Lump Sum	\$35,000.00	\$35,000.00
	C&W Pipeline Inc.	1	Lump Sum	\$50,000.00	\$50,000.00
	FG Construction, LLC	1	Lump Sum	\$84,212.45	\$84,212.45
	Emerald Construction Corp	1	Lump Sum	\$118,406.16	\$118,406.16

3.3	Bonds and Insurance as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended
	C&W Pipeline Inc.	1	Lump Sum	\$25,000.00	\$25,000.00
	Emerald Construction Corp	1	Lump Sum	\$29,601.54	\$29,601.54
	Heavy Civil Inc.	1	Lump Sum	\$33,000.00	\$33,000.00
	FG Construction, LLC	1	Lump Sum	\$77,741.76	\$77,741.76

3.4 Clearing and Grubbing as per RFP documents.				
Supplier	QTY	UOM	Price	Extended
C&W Pipeline Inc.	1	Lump Sum	\$8,500.00	\$8,500.00
Heavy Civil Inc.	1	Lump Sum	\$11,500.00	\$11,500.00
Emerald Construction Corp	1	Lump Sum	\$25,046.19	\$25,046.19
FG Construction, LLC	1	Lump Sum	\$29,025.00	\$29,025.00

3.5 Maintenance of Traffic as per RFP documents.				
Supplier	QTY	UOM	Price	Extended
C&W Pipeline Inc.	1	Lump Sum	\$6,500.00	\$6,500.00
Heavy Civil Inc.	1	Lump Sum	\$8,000.00	\$8,000.00
Emerald Construction Corp	1	Lump Sum	\$26,049.35	\$26,049.35
FG Construction, LLC	1	Lump Sum	\$85,296.25	\$85,296.25

3.6 Pavement Marking and Signage as per RFP documents.				
Supplier	QTY	UOM	Price	Extended
Heavy Civil Inc.	1	Lump Sum	\$4,000.00	\$4,000.00
C&W Pipeline Inc.	1	Lump Sum	\$11,500.00	\$11,500.00
Emerald Construction Corp	1	Lump Sum	\$20,129.05	\$20,129.05
FG Construction, LLC	1	Lump Sum	\$25,000.00	\$25,000.00

3.7 Testing, Record Drawings and Miscellaneous as per RFP documents.				
Supplier	QTY	UOM	Price	Extended
Emerald Construction Corp	1	Lump Sum	\$3,552.18	\$3,552.18
C&W Pipeline Inc.	1	Lump Sum	\$22,500.00	\$22,500.00
FG Construction, LLC	1	Lump Sum	\$43,750.00	\$43,750.00
Heavy Civil Inc.	1	Lump Sum	\$50,000.00	\$50,000.00

Event Number	23-18-BA Addendum 1	Organization	City of Deerfield Beach
Event Title	Pioneer Grove (LAC) Drainage Improvements	Workgroup	Purchasing & Contract Admin. Div.
Event Description	The City of Deerfield Beach is soliciting sealed responses	Event Owner	Bogdan Avasiloae
Event Type	RFP	Email	bavasiloae@deerfield-beach.com
Issue Date	8/7/2023 09:42:24 PM (ET)	Phone	(954) 4804486
Close Date	9/22/2023 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Heavy Civil Inc.	Pompano Beach	FL	9/22/2023 12:23:25 PM (ET)	29	\$1,055,540.38
Emerald Construction Corp	Dania Beach	FL	9/22/2023 12:29:33 PM (ET)	29	\$1,260,498.75
C&W Pipeline Inc.	Opa-Locka	FL	9/22/2023 12:52:48 PM (ET)	29	\$1,295,406.00
FG Construction, LLC	Tamarac	FL	9/22/2023 12:11:17 PM (ET)	29	\$1,632,577.05

SECTION VI - SCOPE OF WORK

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A.** The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations to construct the proposed improvements for the Pioneer Grove Improvements Project. The proposed improvements include, but not limited to, the construction and installation of a storm sewer network that extends from NE 3rd Avenue and NE 1st Street in the City of Deerfield Beach to the Hillsboro Canal through Pioneer Park. The proposed improvements also include the construction of a dry detention area, exfiltration trenching, milling and resurfacing asphalt pavement, concrete works, and miscellaneous drainage improvements along NE 2nd Avenue. The proposed improvements associated with this project are further described in the Contract Documents that consist of the Technical Specifications and the Contract Drawings.
- B.** All of the work is located in the City of Deerfield Beach, Broward County, Florida, as shown on the final construction plans entitled "**Pioneer Grove (LAC) Drainage Improvements Project**".
- C.** Except as specifically noted, the Contractor shall provide and pay for:
1. Labor, materials, tools, construction equipment, and machinery.
 2. Water and utilities required for construction.
 3. Other facilities and services necessary for proper execution and completion of the work.
 4. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the City of Deerfield Beach.
- D.** Background:
- The purpose of this project is to provide a new storm sewer collection system that will improve the stormwater drainage around the City of Deerfield Beach City Hall and facilitate storm drainage for the future expansion and development of the Pioneer Grove Local Activity Center (LAC). Pioneer Grove LAC is part of the City of Deerfield Beach Comprehensive Plan Future Land Use Map (FLUM). Pioneer Grove (LAC) will consist of approximately 118 Acres of mixed-use developments.
- E.** Project Description:
- General. The Work shall include, but not be limited, to the following:
1. The Contractor is responsible for visiting the project site and familiarizing themselves with the existing project conditions and project requirements prior to submitting his bid.
 2. The work shall cause minimal disruption and be performed in an expedited, highly coordinated manner by the Contractor.
 3. Furnish and install a new storm sewer network to replace the existing drainage system. Work will also include dewatering, protection and support of existing utilities, and Trench Safety Act compliance.

4. Remove and dispose of debris from excavated pavement, curb and concrete sidewalk within the trench limits. Curb transition to existing driveway aprons will require special attention to avoid/minimize damages. Pavement, curb, sidewalks and driveways shall be restored per the requirements of the construction documents.
5. The Contractor will provide approved traffic control necessary to accomplish all elements of the Work. The Contractor will be responsible for furnishing, providing, implementing, installing and maintaining all approved maintenance of traffic (MOT) signage and barricades that conform to all City standards. The Contractor shall prepare MOT plans and obtain permits for work in the roadway from the City of Deerfield Beach.
6. The Contractor shall notify the City for any service interruption during the work. Notification shall be given at least 5 days in advance. No service shutdown will be scheduled on Mondays or before City-observed holidays.
7. The Work shall be complete, in place, ready for continuous service, and shall include any repairs, replacement and/or restoration required as a result of damages caused during this construction. Restore all areas altered as a result of the execution of the project. Replace privately-owned items that are disturbed and/or damaged during execution of the Work, including but not limited to, landscaping, hedging, ornamentals, walls, mail boxes, and irrigation. Remove and dispose of all items that are disturbed and cannot be restored to its pre-existing condition.
8. Be responsible for compliance with applicable City Requirements and ordinances (noise, construction hours, dust control, permit requirements, etc.).
9. Attend City Commission meeting and/or workshop, informational and coordination meetings with local residents and neighborhood association to discuss construction timeline, sequence, and progress as required.
10. Execute the Work in accordance with the City's requirements, and obtain all necessary permits required to execute the Work, including, but not limited to, City R/W Permit, and, if applicable, SFWMD Dewatering Permit (<http://www.sfwmd.gov>).
11. The Contractor will protect all private driveways, building structures and landscaping during construction. The Contractor shall coordinate with property-owners for all work on private property.
12. Prior to construction, the Contractor shall be responsible for determining the location, depth, and connectivity of all existing utilities, whether shown on the plans or not. Contractor shall protect and support all existing utilities.
13. The Contractor is responsible for coordination with other existing underground utilities, alignment or minor modifications, or adjustment of existing utilities where possible to avoid conflicts.
14. Conduct informational and coordination meetings with local residents and neighborhood association to discuss project construction timeline, sequence, and progress as required.
15. The Contractor shall furnish all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.

1.2 EROSION AND SEDIMENT CONTROL

- A.** The Contractor shall take adequate measures and precautions to furnish erosion and sediment control measures in accordance with the Stormwater Pollution Prevention Plan and all applicable codes.

1.3 STORAGE OF MATERIALS

- A.** Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Engineer will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Engineer.
- B.** Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the Engineer before any payment for the same material will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

1.4 PRESERVATION OF PROPERTY & BUILDINGS

- A.** The Contractor shall preserve from damage all properties and buildings along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the City or property owner. The Contractor shall provide, at no extra cost to the City, a building/property survey of all potentially affected facilities to determine the existing preconstruction condition of said properties to use as a baseline for periodic reference during construction. These surveys shall be submitted to the City and kept as a permanent part of the record.
- B.** In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the City may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

1.5 CLEAN UP

- A.** The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.
- B.** The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

1.6 PUBLIC SAFETY AND CONVENIENCE

- A.** The Contractor shall, at all times, conduct his work in a manner that would ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the City, Engineer, and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

1.7 SAFETY AND OSHA COMPLIANCE

- A.** The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B.** The Contractor shall comply in all respects with the applicable Workman's Compensation Law.

1.8 CONTRACTOR'S USE OF PREMISES

- A.** Coordinate use of premises under direction of Engineer.
- B.** Assume full responsibility for the protection and safekeeping of equipment and materials stored on the site.
- C.** Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate Contractor.

1.9 TECHNICAL SPECIFICATIONS AND PLANS

- A.** Refer to: Exhibit II – Drainage Technical Specifications and Exhibit III – Plans under the Attachments Tab.

1.10 PROTECTION OF PROPERTY

- A.** The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages

immediately to the City's Project Manager or designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

- B.** The Contractor and its subcontractor(s) shall clean, repair, or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- C.** The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

1.11 QUALITY ASSURANCE

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

1.12 PERSONNEL

- A.** The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- B.** The Contractor's employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- C.** At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the English language.
- D.** Contractor's personnel shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

1.13 CONTRACTOR'S VEHICLES

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



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

April 26, 2023

Mr. Jonathan Salas
Acting Director of Legislative Community Affairs
325 NW 2nd Avenue
Deerfield Beach, FL 33441

Re: Project #4337-240-A, City of Deerfield Beach

Dear Mr. Salas:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0929 between City of Deerfield Beach and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Alejandro.Vargas@em.myflorida.com. The Project Manager for this contract is:

Alejandro Vargas, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Alejandro Vargas at (850) 312-9443.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2023.04.26 17:21:24
-04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: H0929Project Number: 4337-240-A**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of Deerfield Beach</u>
Sub-Recipient's unique entity identifier UEI/FEIN :	<u>RNAJUJR8BKA5 / 59-6000305</u>
Federal Award Identification Number FAIN :	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>November 9, 2022</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through February 28, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,405,567.83</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,446,440.58</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$1,446,440.58</u>
Federal award project description (see FFATA):	<u>Wind Retrofit and Drainage</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Alejandro.Vargas@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Deerfield Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Alejandro Vargas
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-312-9443
Email: Alejandro.Vargas@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Jonathan Salas
Acting Director of Legislative Community Affairs
325 NW 2nd Avenue
Deerfield Beach, FL 33441
Telephone: 954-480-4464
Email: jsalas@deerfield-beach.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

- 4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

- 5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

- 6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

- 7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

- 8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on February 28, 2024, unless terminated earlier in accordance with the provisions of Paragraph 17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

- 9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,405,567.83**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1 b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061 6 b , Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971 2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

10 RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332 a 5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

11 AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

12 REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

18 PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318 b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d as well as section 287.057 1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1 b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

19 ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a e) [Section 274A e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

25 LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency EPA).

30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Deerfield Beach

DocuSigned by:
By: David Santucci
6E00D88DCB45419...

Name and Title: David Santucci, City Manager

Date: 3/9/2023

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe
Digitally signed by Laura Dhuwe
Date: 2023.04.26 17:21:10 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 26-APR-2023

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 1,405,567.83**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City Hall building in Deerfield Beach, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-240-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Deerfield Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes wind protection and drainage improvements to the City Hall Building, located at 150 NE 2nd Avenue, Deerfield Beach, Florida, 33441.

The HMGP Phase II – construction scope of work shall consist of the removal and disposal of all existing exterior windows and doors, hurricane shutters and a wall mounted air conditioner; installation of new code compliant impact resistant windows and doors; removal and replacement of a portion of the existing low slope wood framed roof structure and all associated components with new insulated metal deck over steel joists roof framing system; replacement of the existing low slope and pitched roofing areas with a new code compliant roofing system; wire anchoring of all existing rooftop mechanical equipment; and construction of new metal studs and drywall plaster exterior framing wall at lobby entrances. The improvements shall also require patching and repair of all damaged interior and exterior wall finishes. Additionally, the Sub-Recipient proposes drainage improvements to the City Hall parking lot and the perimeter streets consisting of NE 2nd Avenue, NE 1st Street, 3rd Avenue from NE 1st Street to NE Eller Street with positive drainage to the Hillsboro Canal outfall through Pioneer Park. The proposal includes the replacement of the existing drainage facilities along NE 1st Street from NE 2nd Avenue to NE 3rd Avenue and 3rd Avenue from NE 1st Street to NE Eller Street. The upgraded drainage network includes the installation of exfiltration trenches, inlets, conflict structures and pipes. A new 60" trunk line shall convey the stormwater north, to Pioneer Park where a new dry retention pond shall be constructed. A new control structure with a control weir and a 24" Reinforced Concrete Pipe (RCP) outfall pipe shall replace the existing 12" RCP discharge pipe into the Hillsboro Canal. On 2nd Avenue, the installation of a curb inlet is proposed at the low point to reduce ponding issues along the City Hall. The new inlet shall connect to the existing drainage inlet at the corner of NE 2nd Avenue and NE 1st Street via a 15" RCP pipe. The proposed improvements shall also include required exfiltration trenching, milling and resurfacing a portion of the road and replacing the sidewalk, curb and gutter. The proposed drainage improvements shall help alleviate the flooding issues around the City Hall.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 180 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The drainage portion of the project shall provide protection against a 25-year flood event. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates	
1)	City Hall Building	150 NE 2 nd Avenue, Deerfield Beach, Florida, 33441	(26.3198605, -80.0995962	
	Drainage		N	26.322142, -80.098044
			E	26.321925, -80.097939
			S	26.319519, -80.098739
			W	26.319669, -80.099717

TASKS D ELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permits(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
 - d) All Product Specifications / Data Sheet(s) (technical standards satisfying protection requirements on all products utilized
 - e) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.
 - f) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological features or deposits, prehistoric or historic artifacts, or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05. Prior to project commencement, provide the source and location of fill material.
 - g) Verification of compliance with South Florida Water Management District (SFWMD) General Permit #16069-R.
 - h) Verification of compliance with Broward County Environmental Protection and Growth Management Department (EPGMD) Environmental Resource Permit (ERP) #06-80097-P.
 - i) Copy of and verification of compliance with floodplain permit or notice of No Permit Required from local floodplain administrator.
 - j) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Construction Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved

project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing wind protection and drainage improvements to the City Hall Building, Deerfield Beach, Florida 33441. The project shall protect the integrity of the building envelope and reduce potential damage from future events. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

The project's wind retrofit components shall provide protection against 180 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The project's drainage components shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes, if applicable.
- 6) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 7) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet 9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet 9144 mm) of grade shall meet requirements of the Large Missile Test.Impact-resistant coverings shall be tested at 1.5 times the design pressure Positive or Negative expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.
- 9) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 10) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 11) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied

warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

- 12) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.

- 4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at 850-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
- 5) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow

pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 7) The Sub-Recipient must comply with the conditions of the Broward County Environmental Protection and Growth Management Department (EPGMD) Environmental Resource Permit (ERP) #06-80097-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 8) The Sub-Recipient must comply with the conditions of the South Florida Water Management District (SFWMD) General Permit # 16069-R. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 4) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy 70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 9) Retrofitting a building includes the entire structure – for final inspection all openings and structure must be compliant.
- 10) Special Conditions required on implementation of project:
 - a) **EO 11988:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 - Floodplains **Monitoring Required:** No

- b) **CZMA:** The Sub-Recipient must comply with the conditions of the SFWMD General Permit # 16069-R. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Coastal Zone Management Act (CZMA) **Monitoring Required:** No
 - c) **CZMA:** The Sub-Recipient must comply with the conditions of the EPGMD ERP #06- 80097-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Coastal Zone Management Act CZMA **Monitoring Required:** No
 - d) **NHPA:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at 850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No
 - e) **NHPA:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No
 - f) **NHPA:** Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-240-R and shall be reported under 4337-240-A**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 9, 2022; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II-

State Contracting:	2 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Construction / Installation:	5 Months
Local Inspections / Compliance:	1 Months
State Final Inspections / Compliance:	1 Months
Closeout Compliance:	2 Months
Total Period of Performance:	15 Months

BUDGET**Line-Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$850,571.00	\$637,928.25	\$212,642.75
Labor:	\$850,571.00	\$637,928.25	\$212,642.75
Fees:	\$110,755.00	\$83,066.25	\$27,688.75
Initial Agreement Amount:	\$1,811,897.00	\$1,358,922.75	\$452,974.25
***Contingency Funds:	\$54,497.00	\$40,872.75	\$13,624.25
Project Total:	\$1,866,394.00	\$1,399,795.50	\$466,598.50
****SRMC			
SRMC:	\$46,645.08	\$46,645.08	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$46,645.08	\$46,645.08	

Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

***** This project has an estimated \$54,497.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$46,645.08 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$1,399,795.50	75.00%)
Non-Federal Share:	\$466,598.50	(25.00%)
Total Project Cost:	\$1,866,394.00	100.00%
SRMC 100% Federal	\$46,645.08	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- 1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- 2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- 3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- 4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- 5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- 1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- 2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- 3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- 4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- 5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- 1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- 2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- 3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2
- 3) Section 1352, Title 31, US Code
- 4) Chapter 473, Florida Statutes
- 5) Chapter 215, Florida Statutes
- 6) Section 768.28, Florida Statutes
- 7) Chapter 119, Florida Statutes
- 8) Section 216.181(6) , Florida Statutes

- 9) Cash Management Improvement Act of 1990
- 10) American with Disabilities Act
- 11) Section 112.061, Florida Statutes
- 12) Immigration and Nationality Act
- 13) Section 286.011, Florida Statutes
- 14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- 17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- 19) Victims of Crime Act (as appropriate)
- 20) Section 504 of the Rehabilitation Act of 1973, as amended
- 21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990)
- 22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- 23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM , including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- e) It will comply with:
 - 1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - 2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- f) It will comply with
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- 2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - 3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- k) It will require every building or facility (other than a privately owned residential structure designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- 1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- 2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- 3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- 4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- 5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- 6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- 7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- 1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - 3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - 4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - 5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686 which prohibits discrimination on the basis of sex;
- o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice ;
- gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- jj) With respect to demolition activities, it will:
 - 1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - 2) Return the property to its natural state as though no improvements had ever been contained thereon.

- 3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- 4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- 5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- 6) Leave the demolished site clean, level and free of debris.
- 7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- 8) Obtain all required permits.
- 9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- 10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- 11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388 , Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- 12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Deerfield Beach

REMIT ADDRESS: 325 NW 2nd Avenue

CITY: Deerfield Beach STATE: Florida ZIP CODE: 33441

PROJECT TYPE: Wind Retrofit and Drainage PROJECT #: 4337-240-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0929

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ Total Federal Paid)

Eligible Amount 100% Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL <u>\$</u>	
APPROVED SRMC TOTAL: <u>\$</u>	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT <u>\$</u>	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Deerfield Beach PAYMENT #: _____
 PROJECT TYPE: Wind Retrofit and Drainage PROJECT #: 4337-240-A
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0929

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS 100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					<i>TOTAL</i>

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Deerfield Beach

If you are requesting an advance, indicate same by checking the box below.

[] ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety 90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS list applicable line items)	20____-20____ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Deerfield Beach **PROJECT #:** 4337-240-A
PROJECT TYPE: Wind Retrofit and Drainage **CONTRACT #:** H0929
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No *If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards 2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Deerfield Beach
Sub-Recipient's Name

H0929
DEM Contract Number

4337-240-A
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-240-A
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 1,405,567.83
OBLIGATION/ACTION DATE: November 9, 2022
SUBAWARD DATE if applicable): _____

UEID/SAM#: RNAJUJR8BKA5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Deerfield Beach
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: 150 NE 2nd Avenue
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY Deerfield Beach STATE FL ZIP CODE+4** 33441

PARENT COMPANY UEID/SAM# (if applicable : RNAJUJR8BKA5 / 59-6000305
CATALOG OF FEDERAL DOMESTIC ASSISTANCE CFDA# : CFDA# 97.039

DESCRIPTION OF PROJECT Up to 4000 Characters

The purpose of this Scope of Work is to provide protection to the City Hall building in Deerfield Beach, Broward County, Florida, funded through the Hazard Mitigation Grant Program HMGP **DR-4337-240-A**, as approved by the Florida Division of Emergency Management Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Deerfield Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5 most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

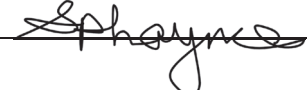
“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR(Date of Fiscal Year Completion 2022)

Rank Highest to Lowest	Name Last, First, MI	Title	Total Compensation for Most Recently Completed Fiscal Year
1	Sharon Haynes	Asst. Finance Director	\$22, 217,242.48
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: 

NAME AND TITLE: Sharon Haynes, Assistant Finance Director

DATE: March 31, 2023

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4 b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

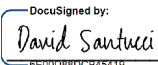
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, City of Deerfield Beach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

6c00b8b0c0545419

Signature of Sub-Recipient/subcontractor's Authorized Official

David Santucci, City Manager

Name and Title of Sub-Recipient/subcontractor's Authorized Official

3/9/2023

Date

RESOLUTION NO. 2023/044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM AWARD IN THE AMOUNT OF \$1,446,440.58 FOR THE PHASE II CITY HALL WIND RETROFIT AND DRAINAGE PROJECT; AUTHORIZING ACCEPTANCE OF THE GRANT AND EXECUTION OF THE GRANT AGREEMENT; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS IN THE AMOUNT OF \$466,598.50 FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP") is designed to assist states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration; and

WHEREAS, the HMGP program is federally funded by FEMA and administered by the Florida Division of Emergency Management ("FDEM"); and

WHEREAS, in July 2018, the City of Deerfield Beach (the "City") applied for the HGMP grant, a competitive grant administered by FDEM for the Phase I City Hall retrofit and drainage project (the "Phase I Project"); and

WHEREAS, the Phase I Project scope consisted of preliminary engineering design, surveying and permitting for building hardening, wind retrofitting, and drainage improvements around City Hall; and

WHEREAS, on December 3, 2019, pursuant to Resolution No. 2019/172, the City Commission approved the grant agreement and acceptance of the grant award in the amount of \$158,985.75, along with the expenditure of matching funds in the amount of \$52,995.25 for the Phase I Project; and

WHEREAS, the City completed the Phase I scope requirement in 2022, and all deliverables were submitted to FDEM for approval of grant funding for Phase II of the Project consisting of installation of impact resistant windows and doors, roof and framing system, construction of metal studs and drywall plaster exterior framing wall at the lobby entrances, and drainage improvements to the City Hall parking lot and perimeter streets (the "Phase II Project"); and

WHEREAS, the estimated cost for the Project is \$1,866,394.00 and HMGP requires the expenditure of 25% matching funds based upon the grant award; and

WHEREAS, the City was notified in January 2023 that the City was awarded a \$1,446,440.58 grant under the HMGP (the "Grant"); and

WHEREAS, the Grant includes an award of sub-recipient management costs in the amount of \$46,645.08 to be utilized for staff time to manage and complete the Phase II Project; and

WHEREAS, in order to receive the Grant in the amount of \$1,446,440.58, the City is required to provide a 25% match in the amount of \$466,598.50, and execute the HMGP Grant Agreement with FDEM, attached and incorporated herein as Exhibit "A" (the "Grant Agreement"); and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize the execution of the Grant Agreement with FDEM, attached as Exhibit "A", accept the Grant in the amount of \$1,446,440.58, and authorize the expenditure of matching funds in the amount of \$466,598.50.

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 Grant Agreement with FDEM, attached as Exhibit "A", is hereby approved. The City is authorized to accept the Grant in the amount of \$1,446,440.58.

Section 3. The expenditure of \$466,598.50 in matching funds for the Project is hereby authorized and approved.

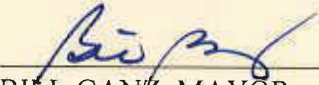
Section 4. The appropriate City officials are hereby authorized to execute the Grant Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2023.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2246

Agenda Date: 11/14/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Tyler Technologies, Inc., for an Enterprise Resource Planning Software System in an amount not to exceed \$3,507,859.00; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #399-0600-513-64-10 - General Capital Project - Finance/Machinery)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$3,507,859.00

Account Name: General Capital Project-Finance/Machinery

Account Number: 399-0600-513-64-10

Background/History

The City faces similar challenges to other cities of its size and views this Enterprise Resource Planning (ERP) Software System Project as not only a strategy for modernizing its legacy technology systems, but also to streamline business processes, implement best practices, and equip staff with a tool to better perform and service our residents and businesses in an ever-evolving environment. While the City's existing system(s) have served the City for many years, missing functionality, lack of integration, and less-than-optimal configurations present obstacles in financial reporting, budgeting, procurement, payroll, and other functions.

A formal solicitation (Request for Proposals) was issued on August 11, 2022. Seven (7) proposals were received and the evaluation committee short-listed responses down to the top 3 firms. Following the process, including onsite demonstrations of their proposed software, site visits of current product installations in neighboring cities and observation of the various modules in a live environment, Tyler Technologies, Inc. was ranked as the highest ranked proposer.

At the February 21, 2023 meeting, the Commission authorized the ranking of Request for Proposals # 22-10-PC for Enterprise Resource Planning (ERP) Software System and further authorized staff to negotiate with Tyler Technologies, Inc. for an amount not to exceed \$3,507,859.

Current Activity

Staff and Tyler Technologies, Inc. participated in at least 20 negotiation sessions, conducted over several months since the Commission's approval. The issues include: service delivery, timing of service, product timing, training, personnel assignments, and a host of other issues. Consequently, it

involved staff from both our teams, involved in areas of legal, technology, finance, implementation, human resources, policy and general oversight. At this time, we have reached a tentative agreement, which is being brought to the Commission for consideration.

Forthcoming Outcomes Anticipated

The ERP is a city-wide initiative intended to improve various functions that are currently outdated and disjointed. The selected ERP vendor will provide a software solution that will integrate several functions, simplifying daily tasks and enabling a more seamless and efficient delivery of City services. Below are *some* of the improvements anticipated once the new ERP system is fully implemented. They are grouped by functional areas of operation.

Accounting/General Ledger and Project/Grant Accounting

- Revise the City chart of accounts;
- Provide system produced reporting that is consistent with the GASB & GAAP reporting requirements to produce the Comprehensive Annual Financial Report (CAFR);
- Provide system produced reporting that is consistent with the State of Florida Uniform Accounting Standards;
- Reduce the use of spreadsheets at department level to track capital projects, budget availability, grants, and other reporting needs; and
- Use the system for enhanced reporting on budget status throughout the year.

Procurement/Accounts Payable

- Reduce direct payment of invoices and require approval before small dollar purchase is made;
- Better utilize procurement as an input for timely budget monitoring;
- Increase the number of vendors paid electronically;
- Increase p-card usage and transparency around p-card data through integration;
- Monitor and manage spending on contracts/budgets; and
- Reduce external subsystem management of expenses.

Cashiering/Point of Sale

- Implement a cashiering system that allows for web payments;
- Reduce work effort required to manage deposits and perform bank reconciliation; and
- Identify common customers across multiple systems.

Capital Assets / Asset Management

- Track all City assets in one system;
- Provide tool for departments to track both capitalized and non-capitalized assets;
- City infrastructure assets are linked to City GIS; and
- City assets managed in third-party asset management systems utilize an interface to assist with the coordination of city-wide asset list.

Human Resources/ Position Control

- Define positions and job classifications that allow for efficient administration of personnel

- budget and position control;
- Track position history;
- Use the ERP system to manage one shared employee file between the human resources department and an employee's department;
- Implement electronic personnel action form;
- Centralized tracking of employee certifications and ongoing requirements to maintain certification;
- Implement time-entry processes for employees utilizing electronic timesheets or other electronic time collection devices;
- Reduce unnecessary error corrections with payroll; and
- Allow employees to charge labor costs for projects and programs.

ERP Project success will not only require the implementation of a modern system but also optimization of business processes to improve service delivery to residents and stakeholders. Staff recommends Commission approval of the proposed agreement.

Recommendation

It is recommended that the Commission approve the agreement with Tyler Technologies, Inc. to provide the City with an Enterprise Resource Planning (ERP) Software System.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR AN ENTERPRISE RESOURCE PLANNING SOFTWARE SYSTEM IN AN AMOUNT NOT TO EXCEED \$3,507,859.00; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 22-10-PC (the “RFP”) for the development and implementation of an enterprise resource planning software system to facilitate a software solution for financial reporting, budgeting, procurement, payroll and other functions, as further described in the RFP (the “ERP Project”); and

WHEREAS, following receipt and review of the responses to the RFP and product demonstrations, the Evaluation Committee ranked Tyler Technologies, Inc. (“Tyler”) one and Infor Public Sector, Inc. ranked two, (the “Ranking”), and the Evaluation Committee voted to recommend to approve the Ranking and authorize negotiations with Tyler, the top ranked, responsive and responsible Proposer; and

WHEREAS, at the February 21, 2023 meeting, the City Commission approved the ranking of the RFP, and authorized staff to negotiate an agreement with Tyler Technologies, Inc., the top ranked responsive and responsible Proposer for the ERP Project in an amount not to exceed \$3,507,859; and

WHEREAS, City staff, the City’s consultants and Tyler have negotiated the agreement, attached as Exhibit “1”, for the ERP Project (the “ERP Agreement”) in an amount not to exceed \$3,507,859.

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 ERP Agreement with Tyler, attached as Exhibit “1”, for the ERP Project in an amount not to exceed \$3,507,859.

Section 3. The Mayor and City Manager are authorized to execute the ERP Agreement with Tyler, 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 to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler based on Tyler's Proposal in response to Client's RFP for Enterprise Resource Planning (ERP) Software System to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

The above "Whereas" clauses are true and correct and are made a part of this Agreement.

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means Tyler's business travel policy. A copy of Tyler's current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Deerfield Beach, Florida.
- **"Data"** means Client's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for Client's Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Tyler's written proposal to Client, including Tyler's responses to the Client Functional Requirements, attached to this Agreement as Exhibit F, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Tyler's then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary. "Concurrent users," as that term is used in the Investment Summary, does not include those users who use the Employee Access, Vendor Access or Citizen Self Service Tyler software.
- **"Deliverable"** means the items identified in the Statement of Work and produced for the Client.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to Client, including instructions, user guides, manuals and other training or self-help documentation.



- **“Effective Date”** means the date by which authorized representatives from both Client and Tyler have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of Tyler or Client, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by Tyler or Client.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of Tyler’s normal business hours, or training, consulting or other professional services.
- **“SLA”** means the Service Level Agreement. A copy of Tyler’s current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the implementation plan describing how Tyler’s professional services will be provided to implement the Tyler Software, and outlining Tyler’s and Client’s roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of Tyler’s customers who have licensed the Tyler Software. A copy of Tyler’s current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary. For avoidance of doubt, Third Party Software does not include ThinPrint or DocOrigin.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated on Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means Tyler’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client's internal business purposes for the number of Defined Users only. The Tyler Software will be made available to Client according to the terms of the SLA. Client acknowledges that Tyler has no physical delivery obligations and Tyler will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). Furthermore, your consultants, contractors, and business partners may access the Tyler Software and Documentation under your direction to the extent required for them to provide services to you. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement. To the extent that disclosure of the Tyler Software or Documentation is necessary to facilitate integration between any third party software and the Tyler Software, you will provide notice to Tyler of your intent to disclose the Tyler Software or Documentation and Tyler shall have a right to require any such third party to sign a nondisclosure agreement ("NDA") with Tyler in the event an NDA is reasonably required for Tyler to protect its intellectual property rights in the Tyler Software and Documentation. You shall be liable for any failure of any third party to which you provide access to the Tyler Software or Documentation to abide by all applicable terms and conditions of this Agreement. The foregoing notwithstanding, to the extent Tyler sold Client perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which Client is receiving SaaS Services, Client's rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees for the SaaS Services identified in the Investment Summary. Those amounts are payable in accordance with the Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. Client may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event Client regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler reserves the right to charge Client additional fees commensurate with the overage(s) provided Tyler provides written notice to Client in advance of charging such additional fees.
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. To the extent any Deliverable is created by Tyler under this Agreement, Tyler shall grant a perpetual license for you to use, copy, modify, and create derivative works from said Deliverable for your reasonable business purposes. Such reasonable business purposes shall not include distribution or sale outside of your organization or that of your consultants, contractors, and business partners pursuant to Section B(4.1). Your rights to use the Deliverable are perpetual through the term of this Agreement, but may be revoked if you do not comply with the terms of this Agreement. Client does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.
 - 3.3 Client retains all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we

do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. Client may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Tyler; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement. Notwithstanding the foregoing, it is expressly acknowledged that the Client is a governmental entity subject to the public records and open meetings laws of the State of Florida and nothing contained herein shall be construed as altering or prohibiting the Client from complying with such laws fully and in its sole and absolute discretion.
5. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and Tyler's then current Support Call Process.
6. SaaS Services.
 - 6.1 Tyler SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for the duration of this Agreement. The scope of audit coverage varies for some Tyler Software solutions. Upon Client's written request and execution of a mutually agreeable Non-Disclosure Agreement, subject to compliance with applicable law, ("NDA"), Tyler will provide Client with a summary of Tyler's compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which Client makes a written request, Tyler will provide that same information. If Tyler's SaaS Services are provided using a 3rd party data center, Tyler will provide available compliance reports for that data center.
 - 6.2 Client will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing Client's Data will be dedicated to Client and inaccessible to Tyler's other customers. Tyler will use reasonable efforts to provide advance notice of at least one (1) year if Tyler elects to change the provider of data centers used for the SaaS Services delivered to Client pursuant to this Agreement. Any data center hosting Client's Data will be located in the United States.
 - 6.3 Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, Tyler reserves the right to employ Tyler's disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of no more than 1 hour and a Recovery Time Objective ("RTO") of no more than 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of Client's hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which Client's access to the Tyler Software

must be restored.

- 6.4 Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide Client with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to Client's database(s) is detected as a result of our security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at Client's written request. Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Tyler's network and systems (hosted or otherwise) is prohibited without the prior written approval of Tyler's IT Security Officer.
- 6.5 Tyler tests its disaster recovery plan on an annual basis. Tyler's standard test is not client-specific. Should Client option to perform a client-specific disaster recovery test, Tyler will work with Client to schedule and execute such a test on a mutually agreeable schedule. At Client's written request, Tyler will provide test results to Client within a commercially reasonable timeframe after receipt of the Client's request. Tyler will use commercially reasonable efforts to address any deficiencies in its disaster recovery services revealed in the Client-specific test.
- 6.5.1 The City conducts testing of its disaster recovery process as required by City policy or in coordination with other regional and/or state government agencies in preparation for hurricane season and other risk events facing the City. Tyler will support the City's efforts to run the City's disaster recovery testing, as appropriate and necessary, with thirty (30) days advance notice up to four (4) times per year at no additional cost.
- 6.6 Tyler will be responsible for importing back-up and verifying that Client can log-in. Client will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 Tyler shall provide secure Data transmission paths between each of Client's workstations and Tyler's servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to Tyler applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and Tyler affirms that, as of the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of Tyler's PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in Tyler's status, Tyler will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. Tyler will provide Client with the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. Client agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are based on the scope of the project as of the Effective Date and are payable in accordance with our Invoicing and Payment Policy attached as Exhibit B. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary. This not to exceed commitment is contingent on Client's timely meeting of its obligations under the Agreement.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on Tyler's understanding of the specifications Client supplied. If Client requests modified services or additional work is required, Tyler will provide Client with an addendum or change order, as applicable, outlining the cost adjustments for the modified or additional services. The price quotes in the addendum or change order will be valid for sixty (60) days from the date of the quote. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to the Agreement without mutual written consent of the parties.
4. Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for Tyler's personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if Client cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), Client will be liable for all (a) non-refundable expenses incurred by Tyler on Client's behalf, and daily fees associated with cancelled professional services if we are unable to reassign our personnel. If your services are invoiced on a milestone basis, the applicable cancellation fee will be based on the rates used to price the services included in the milestones. Such additional travel costs shall be separately billed by Tyler and paid by the City. All requests for payment of "travel expenses" eligible for reimbursement under the terms of this section shall include copies of paid receipts, invoices or other documentation reasonably acceptable to the City. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Statement of Work described in this Agreement. For the avoidance of doubt, if Tyler receives credits for expenses paid, and Client pays for those expenses pursuant to this provision, Tyler will apply those credits to the Client's project. The foregoing notwithstanding, the first time that Client cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), Client will not be liable for any non-refundable expenses or daily fees associated with the inability to reassign Tyler personnel. Tyler will make all reasonable efforts to reassigning personnel, either to other projects or other tasks required for the Client's project, in the event Client cancels within two (2) weeks of scheduled commitments.
5. Services Warranty. Tyler warrants that it will (a) perform the services in a professional, workmanlike manner, consistent with industry standards; (b) perform the services in a manner that complies with all applicable laws and regulations; (c) staff the project with a sufficient number of resources with skills and experience sufficient to perform services in accordance with the requirements of this Agreement; and (d) comply with applicable functional requirements in the Statement of Work or other plans or specifications approved by Tyler and the City in any approved Deliverables. In the event Tyler provides services that do not conform to this warranty, Tyler will timely re-perform such services

at no additional cost to Client.

6. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with full and free access, at reasonable times during normal business hours or such other times as mutually agreed to between Tyler and Client, to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of Tyler's employees have undergone criminal background checks prior to hire. All Tyler employees sign Tyler's confidentiality agreement and security policies.
8. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Client's personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to a Force Majeure event documented in accordance with Section H(9) of this Agreement or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as Client timely pays Tyler's SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, Tyler will:
 - 9.1 perform Tyler's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during Tyler's established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to Client all releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, Client agrees to maintain a high-speed internet connection capable of connecting Tyler to Client PCs and server(s). Client agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at Tyler's option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security

protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for the travel expenses, unless it is determined that the reason onsite support was required was a reason outside Tyler's control. All travel expenses incurred pursuant to this Agreement will follow the Business Travel Policy. Either way, Client agrees to provide Tyler with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that Client also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside Tyler's normal business hours as listed in Tyler's then-current Support Call Process. Requested services such as those outlined in this section will be billed to Client on a time and materials basis at our then current rates. Client must request those services with at least one (1) weeks' advance notice.

10. Assignment and Removal of Personnel. After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, Tyler will provide the City with project resumes, demonstrating relevant past project experience and make resources available for interviews for project team members that are identified to serve as "key personnel" roles on the project as defined by the Statement of Work. You agree that those resumes are for your information and planning purposes only. All interviews will be conducted remotely unless the parties otherwise agree. The Client will be responsible for all travel expenses associated with any in-person interviews, which will be billed separately and in accordance with Tyler's Business Travel Policy.

Once the Tyler project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove key personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties shall work together to minimize the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. If the deficiency persists, we will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

11. Tyler Software Acceptance. The Client will use the following acceptance process for each Phase, as defined in the SOW: Client will have a maximum of a thirty (30) calendar day "Test Period" to test the System in a live production environment for and report documented Defects. If there are no Defects reported during the Test Period the Client shall issue "Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client reports a documented

Defect during the Test Period, Client will notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the Test Period, Client may re-perform testing for a maximum of fifteen (15) calendar days. This procedure shall repeat until all Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect resolution, at which point the Client shall issue Project Closure.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if Client has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, Client will receive access to the Third Party Software and related documentation for internal business purposes only. Client's rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 Tyler is authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, Client will receive free and clear title to the Third Party Hardware.
 - 3.3 Client acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and pass through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If Client has purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with Tyler's Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice Client the SaaS Fees and fees for other professional services in the Investment Summary per Tyler's Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If Client believes any delivered software or service does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by Tyler and Client to resolve any issues presented in the notice. Client may withhold payment of the invoice amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable

to complete the action items outlined in the action plan because of Client's failure, after a written notice and cure period as set forth in the action plan, to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. While an invoice is in dispute in accordance with this Section, the parties agree to continue with the implementation of the remainder of the tasks contemplated in this Agreement and the Statement of Work while the parties resolve the dispute on that particular invoice(s), unless the nature of the dispute dictates otherwise. Payment of an invoice(s) does not waive or eliminate the City's ability to contest the invoice or payment as set forth in this Agreement, or alter the parties' rights and obligations relating to requirements and warranties set forth in this Agreement. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within thirty (30) days of written notice to Client of Tyler's intent to suspend SaaS Services.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed for successive one (1) year terms by mutual agreement of the parties at our then-current SaaS Fees (each a "Renewal Term"). Client may indicate its agreement to a Renewal Term by timely payment of a Tyler invoice of annual fees for the applicable Renewal Term. Tyler will provide pricing for a Renewal Term at least forty-five (45) days in advance. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay any SaaS Fees that are otherwise not in dispute in accordance with Section E(2), we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** Client may terminate this Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address a material breach of this Agreement, within the thirty (30) day window set forth in Section H(3). The parties agree to comply with the Dispute Resolution provisions set forth in Section H(3) of this Agreement prior to termination.
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, Client may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a

substitute for termination for convenience.

2.5 For Convenience. Client may elect to terminate for convenience without payment of early termination fees if Actual Attainment, as defined in the SLA, is below 98.5% in three (3) or more months in any six (6) month period.

3. Return of Data. In the event of termination of the Agreement for any reason, and upon reasonable advance notice, Tyler shall promptly make all Data available to Client in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such Data will be provided at no additional cost.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will indemnify, defend, and hold harmless Client, and Client's elected officials, employees, and agents from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Tyler consents). Upon Client's receipt of notice of such a claim, Client shall notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler, at Tyler's expense, with reasonable assistance, cooperation, and information in defending the claim.

1.2 Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or Client's willful infringement.

1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at Tyler's expense and without obligation to do so, either: (a) procure for Client the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and Client's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at Tyler's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides Client's exclusive remedies for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 Tyler will indemnify, defend and hold harmless Client and Client's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct; (b) Tyler's violation of PCI-DSS

requirements or a law applicable to our performance under this Agreement; or (c) for Tyler's breach of the confidentiality provision at Section H(17). Upon Client's receipt of notice of such a claim, Client shall notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler, at Tyler's expense, with reasonable assistance, cooperation, and information in defending the claim. This provision shall survive the earlier termination or expiration of this Agreement.

2.2 To the extent permitted by applicable law, Client will indemnify and hold harmless Tyler and Tyler's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Client's negligence or willful misconduct; or (b) Client's violation of a law applicable to Client's performance under this Agreement. Upon Tyler's receipt of notice of such a claim, Tyler shall notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client, at Client's expense, with reasonable assistance, cooperation, and information in defending the claim. Nothing in this Agreement shall be deemed or treated as a waiver by Client of any immunity to which Client is entitled by law, including but not limited to the Client's sovereign immunity as set forth in Section 768.28, Florida Statutes.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND A HALF (1.5) TIMES THE TOTAL FEES LISTED IN THE INVESTMENT SUMMARY; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM . THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability (inclusive of Cyber Liability) of at least \$5,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e)

Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for eighteen (18) months from the Effective Date.
3. Dispute Resolution. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client and Tyler agree to cooperate with each other in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. Subject to applicable law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If Client is a tax-exempt entity, Client agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying Tyler's income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement.
5. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. Tyler represents that Tyler complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Tyler

employees assigned to Client's project.

7. Subcontractors. Tyler will not subcontract any services under this Agreement without Client's prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Client's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Client and Tyler. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other

address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. Client agrees that Tyler may identify Client by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties agree and acknowledge that this Agreement is subject to the Florida Public Records Act as set forth in Chapter 119, Florida Statutes. Therefore, Chapter 119, Florida Statutes, shall govern as to what information is deemed confidential and/or as trade secrets and subject to disclosure. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law and any information, passcodes, or electronic keys necessary to access City facilities or systems or their security policies or processes. Subject to applicable law, each party agrees that it will not disclose any confidential information of any party, including any private individuals and entities, and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. Both parties will make reasonable efforts to identify confidential information with a label indicating that the information is confidential. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event Client receives an open records or other similar applicable request, Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business tax is required for Tyler to perform services hereunder, Client will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact

information so that Tyler may timely pay such business tax and obtain such business tax receipt.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Florida, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Data & Insights Solution Terms. Client's use of certain Tyler solutions includes Tyler's Data & Insights data platform. Client's rights, and the rights of any of Client's end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, Client certifies that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits.
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| | Schedule 1: Hyperlinked Terms |
| | Schedule 2: DocOrigin Terms |
| Exhibit E | Statement of Work |
| Exhibit F | Functional Requirements |
| Exhibit G | Tyler's Proposal |
| Exhibit H | Client's Request for Proposal |
- In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:
- This Agreement, Exhibits A-F
 - Exhibit G – Tyler's Proposal
 - Exhibit H – Client's Request for Proposal
24. Sovereign Immunity. The Client is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. Nothing herein is intended, nor shall it be interpreted or construed, to serve as a waiver of sovereign immunity by the Client.
25. Audit Right. Client may, at its own expense, audit Tyler's books and record relating directly to this Agreement once per year upon one week's advance written notice to Tyler. The audit will not include access to Tyler's personnel records, or conditions of employment.

26. ThinPrint and DocOrigin. The parties acknowledge that Tyler's independent licenses for the third party software, ThinPrint and DocOrigin, are hereby extended to the Client for use with the Enterprise Forms Processing Software. The parties further acknowledge that any issue or dispute related primarily to the licensed Enterprise Forms Processing Software will be resolved in accordance with the terms of this Agreement, including but not limited to the software warranty set forth in Section B(5), and not the terms of the ThinPrint or DocOrigin End User License Agreements attached hereto as Exhibit D.

27. Public Records.

A. Public Records: Tyler shall comply with The Florida Public Records Act. Specifically, if and to the extent Chapter 119 is applicable to Tyler's performance pursuant to this Agreement, Tyler shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by Client in order to perform the service.
2. Upon request by Client's records custodian, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Tyler shall be delivered by Tyler to Client, at no cost to Client, within seven business days. All records stored electronically by Tyler shall be delivered to Client in a format that is compatible with Client's information technology systems. Once the public records have been delivered to Client upon completion or termination of this Agreement, Tyler shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Tyler's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the Client.

IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TYLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2ND AVENUE DEERFIELD BEACH, FL 33441.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Deerfield Beach, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Heather Montemayor, City Clerk

Approved As To Form And Legal Sufficiency
for the use and reliance of the City of Deerfield
Beach, Florida, only.

Anthony C. Soroka, City Attorney

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441-3598
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by Tyler to Client under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement or Statement of Work, and terms in the Comments section of this Investment Summary, the language in the Statement of Work or Agreement will prevail.

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Quoted By: Phil Sharp
 Quote Expiration: 12/29/23
 Quote Name: City of Deerfield Beach-ERP-
 Munis-Core Financials &
 Payroll/HR
 Quote Description: Deerfield Beach RFP September
 2022
 SaaS Term 5.00

Sales Quotation For:

City of Deerfield Beach
 150 NE 2nd Ave
 Deerfield Beach FL 33441-3598

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	\$ 91,412.00
Accounts Payable	1	0	\$ 26,404.00
Budgeting	1	0	\$ 26,404.00
Capital Assets	1	0	\$ 24,833.00
Cash Management	1	0	\$ 18,352.00
Contract Management	1	0	\$ 11,374.00
Project & Grant Accounting	1	0	\$ 17,305.00
Purchasing	1	0	\$ 44,335.00
Human Resources Management			
Employee Expense Reimbursement	1	0	\$ 10,079.00
Human Resources & Talent Management	1	0	\$ 8,013.00
Payroll with Employee Access	1	0	\$ 9,984.00
Revenue Management			

Accounts Receivable	1	0	\$ 21,644.00
Cashiering	1	0	\$ 32,152.00
General Billing	1	0	\$ 11,683.00
Content Management			
Content Manager Core	1	0	\$ 30,683.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	0	\$ 39,803.00
Additional			
ACFR Statement Builder	1	0	\$ 14,795.00
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 16,250.00
Integrations			
Recruiting API Toolkit	1	0	\$ 6,912.00
Sub-Total:			\$ 462,417.00
<i>Less Discount:</i>			<i>\$ 46,239.00</i>
TOTAL			\$ 416,178.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
o Implementation Services with Travel	1	\$ 710,304.00	\$ 0.00	\$ 710,304.00	\$ 0.00
o Project Management with Travel for 21 Months @ \$17,944 Per Month	1	\$ 376,824.00	\$ 0.00	\$ 376,824.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 81,100.00	\$ 0.00
TOTAL				\$ 1,168,228.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Discount	
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
Touchscreen 10: Barcode Reader	1	\$ 2,510.00	\$ 0.00	\$ 2,510.00	\$ 251.00	\$ 0.00	\$ 251.00
TOTAL				\$ 4,873.00			\$ 251.00

Summary**One Time Fees****Recurring Fees**

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 416,178.00
Total Tyler Services	\$ 1,168,228.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 4,873.00	\$ 251.00
Summary Total	\$ 1,173,101.00	\$ 416,429.00
Contract Total	\$ 3,254,242.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
AC - Budgets up to 3 years	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00

AC Standard COA	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
Accounts Payable				
AP - Checks up to 5 years	1	\$ 5,200.00	\$ 0.00	\$ 5,200.00
AP - Invoice up to 5 years	1	\$ 6,500.00	\$ 0.00	\$ 6,500.00
AP Standard Master	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Capital Assets				
CA - History	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
CA Std Master	1	\$ 4,500.00	\$ 0.00	\$ 4,500.00
Contract Management				
Contracts	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
General Billing				
GB - Bills up to 5 years	1	\$ 5,500.00	\$ 0.00	\$ 5,500.00
GB - Recurring Invoices	1	\$ 4,500.00	\$ 0.00	\$ 4,500.00
GB Std CID	1	\$ 2,500.00	\$ 0.00	\$ 2,500.00
Payroll				
HR Human Resources - Certifications	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
HR Human Resources - Education	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
HR Human Resources - PM Action History up to 5 years	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
HR Human Resources - Position Control	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
PR Payroll - Accrual Balances	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00
PR Payroll - Accumulators up to 5 years	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
PR Payroll - Check History up to 5 years	1	\$ 1,200.00	\$ 0.00	\$ 1,200.00
PR Payroll - Deductions	1	\$ 1,800.00	\$ 0.00	\$ 1,800.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500.00	\$ 0.00	\$ 2,500.00
PR Payroll - Standard	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
PR Payroll - State Retirement Tables	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
PG - Budgets up to 3 years	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
PGA Standard	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
Purchasing				
Purchasing - Standard	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00

TOTAL**\$ 81,100.00****Optional Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Assets Mobile	1	0	\$ 5,797.00
eProcurement (Vendor Access and Punch-Out)	1	0	\$ 21,000.00
Inventory	1	0	\$ 24,833.00
Inventory Mobile	1	0	\$ 5,797.00
Integrations			
API Toolkit Bundle	1	0	\$ 34,924.00
TOTAL:		0	\$ 92,351.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	
Conversion – See Detailed Breakdown Below				\$ 4,500.00	\$ 0.00
TOTAL				\$ 4,500.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00	\$ 1,695.00	\$ 170.00	\$ 0.00	\$ 170.00

TOTAL**\$ 3,140.00****\$ 315.00****Optional Conversion Details (Prices Reflected Above)**

Description	Quantity	Unit Price	Discount	Total
Inventory				
IN Std Master	1	\$ 4,500.00	\$ 0.00	\$ 4,500.00

TOTAL**\$ 4,500.00****Tyler Annual Discount Detail (Excludes Optional Products)**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 91,412.00	\$ 9,141.00	\$ 82,271.00
Accounts Payable	\$ 26,404.00	\$ 2,640.00	\$ 23,764.00
Budgeting	\$ 26,404.00	\$ 2,640.00	\$ 23,764.00
Capital Assets	\$ 24,833.00	\$ 2,483.00	\$ 22,350.00
Cash Management	\$ 18,352.00	\$ 1,835.00	\$ 16,517.00
Contract Management	\$ 11,374.00	\$ 1,137.00	\$ 10,237.00
Project & Grant Accounting	\$ 17,305.00	\$ 1,731.00	\$ 15,574.00
Purchasing	\$ 44,335.00	\$ 4,434.00	\$ 39,901.00
Human Resources Management			
Employee Expense Reimbursement	\$ 10,079.00	\$ 1,008.00	\$ 9,071.00
Human Resources & Talent Management	\$ 8,013.00	\$ 801.00	\$ 7,212.00
Payroll with Employee Access	\$ 9,984.00	\$ 998.00	\$ 8,986.00
Revenue Management			
Accounts Receivable	\$ 21,644.00	\$ 2,164.00	\$ 19,480.00
Cashiering	\$ 32,152.00	\$ 3,215.00	\$ 28,937.00
General Billing	\$ 11,683.00	\$ 1,168.00	\$ 10,515.00
Content Management			
Content Manager Core	\$ 30,683.00	\$ 3,068.00	\$ 27,615.00
Data Insights			

Enterprise Analytics and Reporting w Executive Insights	\$ 39,803.00	\$ 3,980.00	\$ 35,823.00
Additional			
ACFR Statement Builder	\$ 14,795.00	\$ 1,480.00	\$ 13,315.00
Enterprise Forms Processing Software (including Common Form Set)	\$ 16,250.00	\$ 1,625.00	\$ 14,625.00
Integrations			
Recruiting API Toolkit	\$ 6,912.00	\$ 691.00	\$ 6,221.00
TOTAL	\$ 462,417.00	\$ 46,239.00	\$ 416,178.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 60% Client and 40% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 150 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories. In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

SaaS Fees: SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary and payments due under the initial term of this Agreement are defined below. Upon expiration of the initial 5-year term, your annual SaaS fees will be capped at 3% on renewal years 6 & 7.

Payment	Period	Amount
Year 1	1/1/2024-12/31/2024	\$416,178.00
Year 2	1/1/2025-12/31/2025	\$416,178.00
Year 3	1/1/2026-12/31/2026	\$416,178.00
Year 4	1/1/2027-12/31/2027	\$416,178.00
Year 5	1/1/2028-12/21/2028	\$416,178.00
Total		\$2,082,890.00

Implementation and Other Professional Services (including training): Tyler will invoice Client for implementation services on a milestone basis. Tyler will invoice Client for the milestone amount set forth below upon completion and acceptance of the associated services in accordance with the Agreement and/or SOW:

Payment #	Phase	Milestone ID	Description	Milestone w/Travel
I-1	1	1.1	Initiate and Plan Stage Acceptance	\$ 58,346.40
I-2	1	1.2	Chart of Accounts Design Acceptance	\$ 87,519.60
I-3	1	1.3	Assess & Define Stage Acceptance	\$ 102,106.20
I-4	1	1.4	Prepare Solution Stage Acceptance	\$ 116,692.80
I-5	1	1.5	Production Readiness Stage Acceptance	\$ 72,933.00
I-6	1	1.6	Production Stage Acceptance	\$ 87,519.60



I-7	1	1.7	Close Stage Acceptance	\$	58,346.40
I-8	2	2.1	Initiate and Plan Stage Acceptance	\$	12,684.00
I-9	2	2.2	Assess & Define Stage Acceptance	\$	25,368.00
I-10	2	2.3	Prepare Solution Stage Acceptance	\$	31,710.00
I-11	2	2.4	Production Readiness Stage Acceptance	\$	31,710.00
I-12	2	2.5	Production Stage Acceptance	\$	12,684.00
I-13	2	2.6	Close Stage Acceptance	\$	12,684.00
Total				\$	710,304.00

Conversions. Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data (as outlined in SOW work package 6.3.4), by conversion option, and 50% upon Client acceptance to load the converted Data into the Live/Production environment, by conversion option. The fixed-fee conversions in scope as of the Effective Date, and their associated cost, are as set forth in the following table:

Payment Number	Milestone	Conversion	Cost
C-1	Initial delivery of the converted Data	Accounting—Actuals up to 3 years	\$1,500.00
C-2	Client acceptance to load the converted Data into the Live/Production environment	Accounting—Actuals up to 3 years	\$1,500.00
C-3	Initial delivery of the converted Data	Accounting—Budgets up to 3 years	\$1,500.00
C-4	Client acceptance to load the converted Data into the Live/Production environment	Accounting—Budgets up to 3 years	\$1,500.00
C-5	Initial delivery of the converted Data	Accounting Standard COA	\$1,750.00
C-6	Client acceptance to load the converted Data into the Live/Production environment	Accounting Standard COA	\$1,750.00
C-7	Initial delivery of the converted Data	Accounts Payable—Checks up to 5 years	\$2,600.00
C-8	Client acceptance to load the converted Data into the Live/Production environment	Accounts Payable—Checks up to 5 years	\$2,600.00
C-9	Initial delivery of the converted Data	Accounts Payable—Invoice up to 5 years	\$3,250.00
C-10	Client acceptance to load the converted Data into the Live/Production environment	Accounts Payable—Invoice up to 5 years	\$3,250.00
C-11	Initial delivery of the converted Data	Accounts Payable Standard Master	\$1,500.00

C-12	Client acceptance to load the converted Data into the Live/Production environment	Accounts Payable Standard Master	\$1,500.00
C-13	Initial delivery of the converted Data	Capital Assets Standard Master	\$2,250.00
C-14	Client acceptance to load the converted Data into the Live/Production environment	Capital Assets Standard Master	\$2,250.00
C-15	Initial delivery of the converted Data	Capital Assets History	\$1,500.00
C-16	Client acceptance to load the converted Data into the Live/Production environment	Capital Assets History	\$1,500.00
C-17	Initial delivery of the converted Data	Contracts	\$3,000.00
C-18	Client acceptance to load the converted Data into the Live/Production environment	Contracts	\$3,000.00
C-19	Initial delivery of the converted Data	GB Standard CID	\$1,250.00
C-20	Client acceptance to load the converted Data into the Live/Production environment	GB Standard CID	\$1,250.00
C-21	Initial delivery of the converted Data	General Billing—Bills up to 5 years	\$2,750.00
C-22	Client acceptance to load the converted Data into the Live/Production environment	General Billing—Bills up to 5 years	\$2,750.00
C-23	Initial delivery of the converted Data	General Billing—Recurring Invoices	\$2,250.00
C-24	Client acceptance to load the converted Data into the Live/Production environment	General Billing—Recurring Invoices	\$2,250.00
C-25	Initial delivery of the converted Data	Human Resources—Certifications	\$700.00
C-26	Client acceptance to load the converted Data into the Live/Production environment	Human Resources—Certifications	\$700.00
C-27	Initial delivery of the converted Data	Human Resources—Education	\$700.00
C-28	Client acceptance to load the converted Data into the Live/Production environment	Human Resources—Education	\$700.00
C-29	Initial delivery of the converted Data	Human Resources—PM Actions 5 years	\$700.00
C-30	Client acceptance to load the converted Data into the	Human Resources—PM Actions 5 years	\$700.00

	Live/Production environment		
C-31	Initial delivery of the converted Data	Human Resources—Position Control	\$700.00
C-32	Client acceptance to load the converted Data into the Live/Production environment	Human Resources—Position Control	\$700.00
C-33	Initial delivery of the converted Data	Payroll—Accrual Balances	\$750.00
C-34	Client acceptance to load the converted Data into the Live/Production environment	Payroll—Accrual Balances	\$750.00
C-35	Initial delivery of the converted Data	Payroll—Accumulators up to 5 years	\$700.00
C-36	Client acceptance to load the converted Data into the Live/Production environment	Payroll—Accumulators up to 5 years	\$700.00
C-37	Initial delivery of the converted Data	Payroll—Check history up to 5 years	\$600.00
C-38	Client acceptance to load the converted Data into the Live/Production environment	Payroll—Check history up to 5 years	\$600.00
C-39	Initial delivery of the converted Data	Payroll—Deductions	\$900.00
C-40	Client acceptance to load the converted Data into the Live/Production environment	Payroll—Deductions	\$900.00
C-41	Initial delivery of the converted Data	Payroll—Earning/Deduction History up to 5 years	\$1,250.00
C-42	Client acceptance to load the converted Data into the Live/Production environment	Payroll—Earning/Deduction History up to 5 years	\$1,250.00
C-43	Initial delivery of the converted Data	Payroll—Standard	\$1,000.00
C-44	Client acceptance to load the converted Data into the Live/Production environment	Payroll—Standard	\$1,000.00
C-45	Initial delivery of the converted Data	Payroll—State Retirement Tables	\$700.00
C-46	Client acceptance to load the converted Data into the Live/Production environment	Payroll—State Retirement Tables	\$700.00
C-47	Initial delivery of the converted Data	Project Grant Accounting—Actuals up to 3 years	\$1,500.00
C-48	Client acceptance to load the converted Data into the Live/Production environment	Project Grant Accounting—Actuals up to 3 years	\$1,500.00

C-49	Initial delivery of the converted Data	Project Grant Accounting—Budgets up to 3 years	\$1,500.00
C-50	Client acceptance to load the converted Data into the Live/Production environment	Project Grant Accounting—Budgets up to 3 years	\$1,500.00
C-51	Initial delivery of the converted Data	Project Grant Accounting—Standard	\$1,750.00
C-52	Client acceptance to load the converted Data into the Live/Production environment	Project Grant Accounting—Standard	\$1,750.00
C-53	Initial delivery of the converted Data	Purchasing—Standard	\$2,000.00
C-54	Client acceptance to load the converted Data into the Live/Production environment	Purchasing—Standard	\$2,000.00
		Total	\$81,100.00

Project Management: Dedicated project management services are billed monthly, in arrears, beginning on the first day of the month immediately following initiation of project planning. The dedicated project management services in scope as of the Effective Date are as set forth in the following table:

Payment Number	Services Month	PM Services	Payment Amount
PM-1	1	PM Services	\$17,944.00
PM-2	2	PM Services	\$17,944.00
PM-3	3	PM Services	\$17,944.00
PM-4	4	PM Services	\$17,944.00
PM-5	5	PM Services	\$17,944.00
PM-6	6	PM Services	\$17,944.00
PM-7	7	PM Services	\$17,944.00
PM-8	8	PM Services	\$17,944.00
PM-9	9	PM Services	\$17,944.00
PM-10	10	PM Services	\$17,944.00
PM-11	11	PM Services	\$17,944.00
PM-12	12	PM Services	\$17,944.00
PM-13	13	PM Services	\$17,944.00
PM-14	14	PM Services	\$17,944.00
PM-15	15	PM Services	\$17,944.00
PM-16	16	PM Services	\$17,944.00

PM-17	17	PM Services	\$17,944.00
PM-18	18	PM Services	\$17,944.00
PM-19	19	PM Services	\$17,944.00
PM-20	20	PM Services	\$17,944.00
PM-21	21	PM Services	\$17,944.00
		Total	\$376,824.00

Expenses. The service rates in the Investment Summary and above include travel expenses. Travel expenses for Tyler delivered services will be billed as incurred in accordance with the Business Travel Policy attached hereto as Exhibit B, Schedule 1.

CONTRACT TOTAL: \$3,251,118.00

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

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Schedule 2
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Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.



City of Deerfield Beach, FL

SOW from Tyler Technologies, Inc.

10/27/2023

Presented to:
City of Deerfield Beach, FL
150 NE 2nd Ave
Deerfield Beach, FL 33441-3598

Contact:
Phil Sharp
Email: Phil.Sharp@TylerTech.com
One Tyler Drive
Yarmouth, ME 04096

Table of Contents

PART 1: EXECUTIVE SUMMARY	1
1. Project Overview	1
1.1 Introduction	1
1.2 Project Goals	1
1.3 Project Scope	4
1.4 Organizational Scope	4
1.5 Functional Scope	4
1.6 Data Conversion Scope	4
1.7 Interface Scope	4
1.8 Reporting / Dashboard Scope	5
1.9 Workflows	5
1.10 Project Management	5
1.11 Methodology	6
PART 2: PROJECT FOUNDATION	8
2. Project Governance	8
3. Project Scope Control	9
3.1 Managing Scope and Project Change	9
3.2 Change Control	9
3.3 Change Request Management	9
4. Acceptance Process	11
5. Roles and Responsibilities	11
5.1 Tyler Roles & Responsibilities	12
Tyler Executive Manager	12
Tyler Implementation Manager	12
Tyler Project Manager*	12
Tyler Implementation Consultant*	14
Tyler Sales	14
Tyler Technical Services	14
Tyler API Services	14
5.2 City Roles & Responsibilities	14
City Executive Sponsor	14
City Steering Committee	15
City Project Manager	15
City Functional Leads	16
City Power Users	17
City End Users	17
City Technical Lead	17

City Change Management Lead	18
PART 3: PROJECT PLAN	19
6. Project Stages.....	19
6.1 Initiate and Plan	20
Initial Coordination	20
Project/Phase Planning	21
Infrastructure Planning	22
Stakeholder Meeting.....	23
Intentionally left blank.....	24
Control Point 1: Initiate & Plan Stage Acceptance.....	24
6.2 Assess & Define.....	24
Solution Orientation	24
Current & Future State Analysis.....	25
Conversion Assessment	26
Intentionally left blank.....	27
Intentionally left blank.....	27
Control Point 2: Assess & Define Stage Acceptance.....	27
6.3 Prepare Solution	28
Initial System Deployment.....	28
Configuration	29
Process Refinement	30
Conversion Delivery	32
Intentionally left blank.....	34
Intentionally left blank.....	34
Control Point 3: Prepare Solution Stage Acceptance.....	34
6.4 Production Readiness	34
Solution Validation.....	34
Go-Live Readiness	35
End User Training.....	36
Control Point 4: Production Readiness Stage Acceptance.....	37
6.5 Production.....	38
Go-Live	38
Transition to Client Services.....	39
Post Go-Live Activities.....	40
Control Point 5: Production Stage Acceptance.....	41
6.6 Close.....	41
Phase Closeout.....	42
Project Closeout.....	43
Control Point 6: Close Stage Acceptance.....	44
7. General Assumptions	44
7.1 Project.....	44
7.2 Organizational Change Management	44
7.3 Resources and Scheduling	45

7.4	Data	45
7.5	Facilities	46
8.	Glossary	47
PART 4: APPENDICES		50
9.	Conversion	50
	Accounting	Error! Bookmark not defined.
9.1	Accounting - Actuals	50
9.2	Accounting - Budgets	50
9.3	Accounts Payable	50
9.4	Accounts Payable - Checks	50
9.5	Accounts Payable - Invoices	50
9.6	Capital Assets	50
9.7	Contracts	50
9.8	General Billing	51
9.9	General Billing – Bills	51
9.10	General Billing – Recurring Invoices	51
9.11	Inventory	51
9.12	Human Resources Management	51
9.13	Payroll – Education	51
9.14	Payroll – Certifications	51
9.15	Payroll – State Retirement Tables	51
9.16	Payroll – Position Control	52
9.17	Payroll – PM Action History	52
9.18	Payroll – Earning/Deduction History	52
9.19	Payroll – Check History	52
9.20	Payroll – Accumulators	52
9.21	Payroll – Accrual Balances	52
9.22	Payroll - Deductions	52
9.23	Purchase Orders	52
9.24	Project Accounting	52
9.25	Project Grant Accounting - Actuals	53
9.26	Project Grant Accounting – Budget	53
10.	Interfaces	54
11.	Deliverable Expectation Document	54
12.	Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces	64
	Planning	64
	Validation	65
13.	Project Timeline	67
13.1	ERP Project Timeline	67



Part 1: Executive Summary

1. Project Overview

1.1 Introduction

This Statement of Work (“SOW”) documents the project scope, project goals, roles and responsibilities, methodology, implementation stages, activities, quality assurance processes, and acceptance process used to implement the Tyler software for the City in a manner that will meet the requirements of this SOW and the City’s RFP. listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

1.2 Project Goals

The City identified goals which shall drive the definition of success for the project. Tyler and the City shall manage the project working to implement the Tyler software to achieve the following goals. Both Tyler and the City shall have the responsibility to monitor completion of goals and advise on any risks that would prevent goals from being reached. The purpose of this project is to accomplish the City’s business objectives and success shall be defined by meeting those goals listed below within the following functional areas:

1. **Accounting / General Ledger and Project/Grant Accounting-** The City is using this project as an opportunity to completely redesign and simplify the chart of accounts. Currently, due to limitations with the existing system and lack of ongoing maintenance with the chart, the City has over one million active accounts in the system and lacks the ability to adequately track projects and ongoing programs. The City is looking forward to using the new system to help automate and streamline processes, eliminate use of shadow systems to track project/grant or managerial data, and leverage reporting tools that provide current, accurate, and relevant data to managers. The City will be working with GFOA to identify a streamlined chart of accounts prior to the beginning of implementation.

Project Goals:

- Revise the City chart of accounts
 - Provide system produced reporting that is consistent with the State of Florida Uniform Accounting Standards.
 - Reduce the use of spreadsheets at department level to track capital projects, budget availability, grants, and other reporting needs
 - Use the system for accurate and timely reporting on budget
 - Use the system to produce Schedule of Expenditures of Federal Awards (SEFA)
2. **Procurement / Accounts Payable** – While the City has made recent modernization efforts to its procurement policy, the City still suffers from lack of integration, inefficient procedures, and inconsistent use of purchase orders, purchase requisitions, and contracts. The City understands the importance of having an integrated purchasing function and will use the project as an opportunity to better align centralized purchasing with decentralized departmental interests. The City is using this project as an opportunity to implement revised purchasing policies that will require a more formal approach to purchase requisitions, purchase orders, RFPs/bids, contracts, and p-card usage and

provide operational efficiencies from streamlined approvals and better coordination with accounts payable and budget functions. For accounts payable, the City will implement best practices featuring electronic payments, modern security and internal controls, and efficient processes.

Project Goals:

- Reduce direct payment of invoices and require approval before purchase is made
- Better utilize procurement as an input for more timely budget monitoring
- Increase the number of vendors paid electronically
- Increase p-card usage and transparency around p-card data through integration
- System is used to monitor and manage spending on contracts

3. **Treasury / Cash Management**— Having an integrated system that all departments can use to manage treasury and cash receipts functions will allow the City to take an enterprise approach to accounts receivable. With the systems, departments without a specialized billing system will be able to utilize the ERP system for miscellaneous billing, aging, cash receipts, and reporting. For departments with a detailed billing system (utility billing, permits, business license, etc.), the ERP system will provide an interface so that all accounts receivable and cash receipts can be aggregated in one system.

Project Goals:

- Implement accounts receivable system that provides accurate reporting
- Reduce work effort required to manage deposits and perform bank reconciliation

4. **Cashiering**— The City expects to implement a city-wide approach to receiving customer payments. Currently, the City collects payments in a variety of systems and lacks a standardized approach for web payments, managing customers, and processing deposits. The City expects that the cashiering functionality implemented with this ERP project will allow the City to use one standardized tool across multiple systems to take in customer payments, manage bank deposits, and assist with bank reconciliation.

Project Goals:

- Implement cashiering system that allows for web payments
- Identify common customers across multiple systems

5. **Capital Assets / Asset Management**— The City has a need for both basic capital asset reporting to satisfy accounting standards and for a tool to assist staff with managing those assets. Capital asset functions are managed together between the Finance department (financial reporting) and the operating departments that control the assets (management of asset). The City has (or is in the process of implementing) several asset management systems to assist with managing the assets. However, there still is a need within an ERP system for tracking and reporting on assets across the entire City. With all assets, the City would need a system to identify assets, track basic information, and perform necessary financial reporting. With introduction of new accounting requirements for

leases (GASB 87), the City also needs to incorporate process within the scope of this project for tracking and reporting on leases.

Project Goals:

- Track all assets in one system
- Provide tool for departments to track both capitalized and non-capitalized assets

6. **Position Control** – With position control, the City expects to define unique position numbers in the system and **associate** positions with job classifications that will maintain information across a number of similar positions (such as salary grade/step, bargaining unit, benefit information, etc.). The City also expects a position control system to enforce position budgets and maintain historical information on positions as they are modified and re-classified over time.

Project Goals:

- Define positions and job classifications that allow for efficient administration of personnel budget and position control
- Track position history

Process Scope:

- Position Structure
- Position Control

Human Resources - Implementation of an integrated and modern human resource system for the City will provide many benefits and allow the City to automate processes, eliminate redundant tracking and storage of forms, utilize system tools for greater efficiencies, and provide additional benefits to employees. With the initial implementation, the City will focus on establishing a core human resource system that provides electronic employee file, electronic personnel actions, improved onboarding experiences for new employees, and an interface to the City's third-party benefit management system (assuming the City's third-party system can use existing Munis interface functionality). Additional functionality for more advanced human resource management will be deferred to later phase.

Project Goals:

- Use the system to manage one shared employee file between the human resources department and an employee's department
- Implement electronic personnel action form
- Centralized tracking of employee certifications and ongoing requirements to maintain certification

Payroll / Time Entry - In addition to moving to a new payroll system, the City will use this project as an opportunity to modernize the payroll process and remove redundant work and improve data collection. In implementing a new time entry and payroll process, the City will also focus on simplifying the process and will use opportunities prior to go-live to simplify payroll rules.

Project Goals:

- Implement time-entry processes for employees utilizing electronic timesheet.
- Reduce unnecessary error correction with payroll
- Allow employees to charge labor costs to project and program

1.3 Project Scope

The Project shall be defined as the activities completed by Tyler and the City towards the completion of the scope and goals listed in this SOW.

1.4 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire City including process considerations for all departments.

1.5 Functional Scope

The scope of the project shall be defined by the functional requirements and full usage of the purchased Tyler software to meet the City's needs. Tyler shall ensure that functional requirements listed in Exhibit X are covered throughout the implementation methodology.

1.6 Data Conversion Scope

In scope data conversions are listed in Section 8

1.7 Interface Scope

The Client relies on several systems that are outside the scope of this project and will need to integrate business process and data to the Munis application. The scope of interfaces is listed in the Functional Requirements Matrix. Tyler will work with the City throughout the project to analyze, document, and provide solutions as part of project Deliverables to meet interface descriptions listed in Section 9. Where appropriate, Tyler will work with the City to automate and schedule interfaces to minimize the manual effort required to executive data transfer between systems.

Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors.

Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported

data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time.

1.8 Reporting / Dashboard Scope

One of the City's success factors for this project is the extent that staff throughout the City are able to utilize the ERP system for reporting purposes. As part of scope for this project, Tyler will review existing City reports and provide recommendations for how each can be accomplished using the new system using role based dashboards to meet City users across all modules and functional areas and assist with development of City required reports. Dashboards and reports will be established as part of system design and be included throughout testing, training, and project acceptance. In addition, the City expects to use the reporting options available within the system.

As part of reporting, Tyler shall work with the City to produce and test reports containing data in the Tyler software necessary for the following:

- City ACFR
- SEFA
- Required Reports for State of Florida

1.9 Workflows

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work the Client's project team to help identify, configure, and provide training, including training documentation on included workflow processes including preparation of the System Design Document – DED 4

1.10 Project Management

Tyler will provide project management services to guide and facilitate the project and all services identified in this SOW, including identifying risks and issues, initiating project communications, and managing the overall project plan and schedule. Project management services are listed in Section 5.1.3 of this SOW.

1.11 Methodology

The goals for the project will be accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, the City and Tyler will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

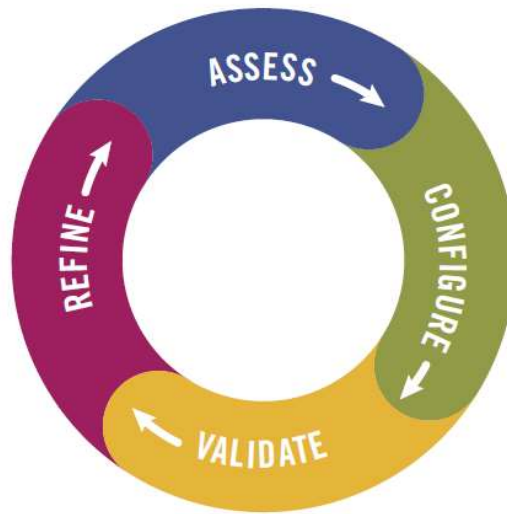
Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

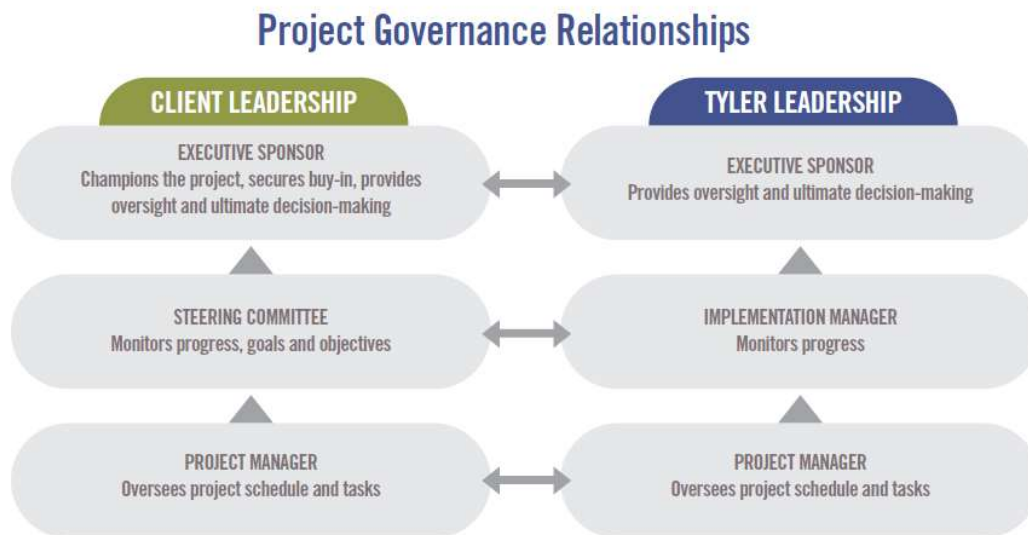
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, change control review and authority, and organizational change management activities. Throughout the SOW, RACI matrices define activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors consistent with the Dispute Resolution process defined in the Agreement As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project management governance principles contend that there are three connected constraints on a project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The triple constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the Agreement, and as described below.

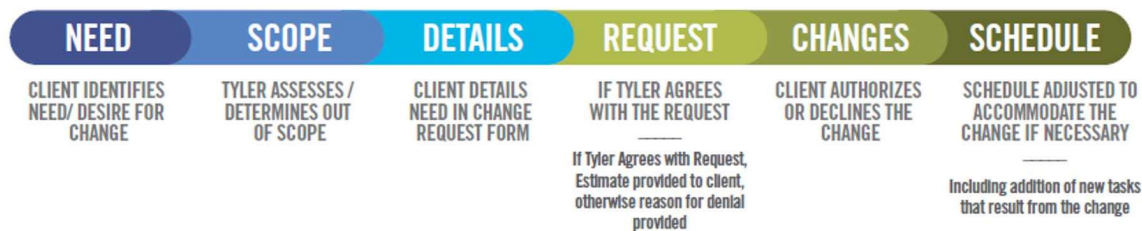
3.3 Change Request Management

Should the need for a change to project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- Description of changes to costs included in this Agreement
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form before any work is begun or the City is responsible for any additional costs. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work. The City shall not be responsible for any additional costs without a mutually agreed upon Change Request that amends this SOW or is added to the Agreement as a separate SOW.

Change Request Process



4. Acceptance Process

The implementation of the Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

The coordination of gaining City feedback and approval on Project Deliverables will be critical to the success of the Project. The City project manager will gain deliverable and decision approvals from all authorized City representatives, including members of the City Steering Committee and any necessary subject matter experts.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date when Tyler notifies the City that a Deliverable is ready for review, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, upon Tyler's notification of the City's failure to respond, Tyler reserves the right to deem the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point at no additional cost to the City. The City shall then have two (2) business days from Tyler's notification that the redelivered Deliverable or Control Point is ready to review and accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler reserves the right to deem the Deliverable or Control Point as accepted.
- Prior to submitting deliverables for review, Tyler's project manager shall review the Deliverable to ensure that it conforms to contractual responsibilities.

The following process will be used for accepting control points related to go-live and phase closure

5. Roles and Responsibilities

The following defines the roles and responsibilities of each project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people. Tyler and the City shall develop and maintain a project roster as part of DED-01 identifying the individual(s) serving each project role.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project. Additional Tyler resources are assigned as the schedule develops and as needs arise.

Note: resources listed with * are considered “key personnel.”

Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City’s executive sponsor.

Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

Tyler Project Manager*

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.1.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.1.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.1.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.1.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts, as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.1.5 Overall Expectations / Tasks

- Collaborates with City's project manager for requested onsite visits, averaging 2 days per month.
- Commit on average 20 hours per week (50% FTE) to the project.
- Provide status reports each month identifying project status, status of project goals, status of milestones, risks, or other project issues or highlights
- Manage Requirements Traceability Matrix
- Ensure that project Sharepoint site is updated
- Communicate agendas for all meetings
- Participate as required in City steering committee or project status meetings
- Maintain project plan, issues log, and risk register throughout the project
-

Tyler Implementation Consultant*

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City, as the City builds interfaces.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.1.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.1.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.1.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.1.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.

- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing, and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.

- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.1.5 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

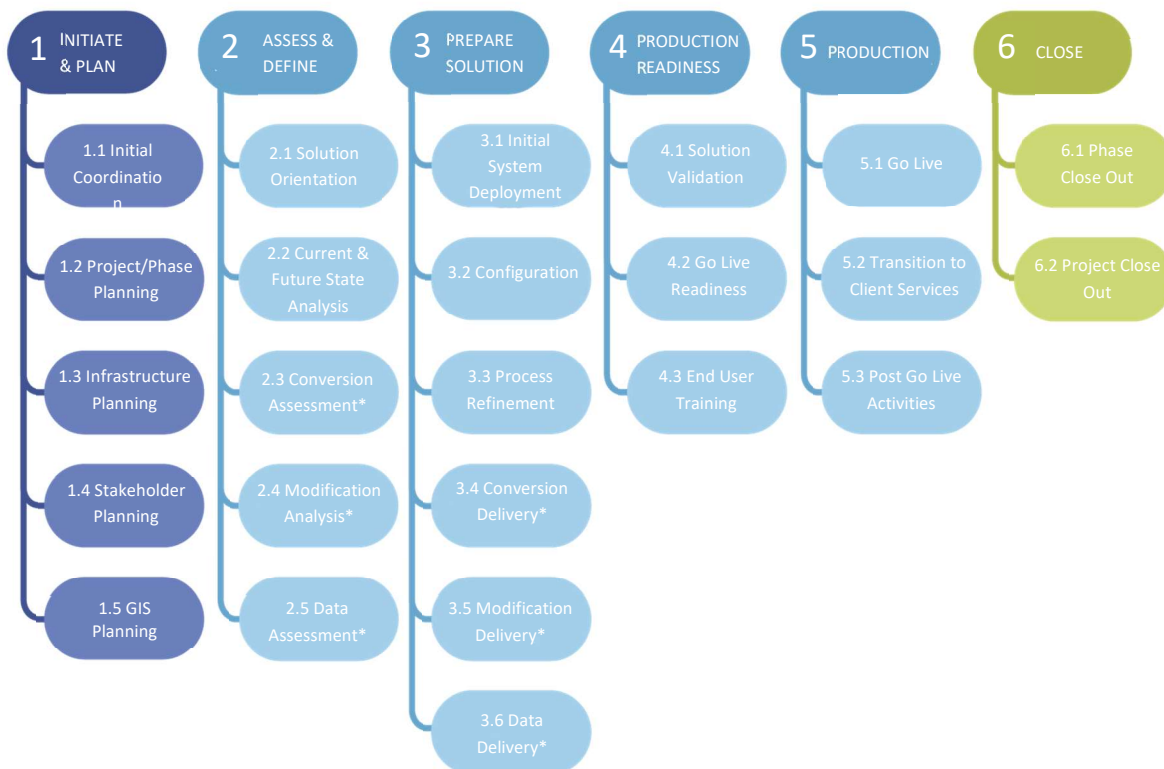
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a project or phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s) and key personnel. Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I	I	I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
Outputs/Deliverables	Completed initial project documents

■

Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				

Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I
----------------------------------	--	---	---	---	---	---	---	--	---	---	---	---	---	---	---	--	---

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	
	Project Management Plan (DED-01)
	Project Operational Plan (DED02)
	Initial Project Schedule (DED-03)

Infrastructure Planning

Procuring required hardware (example printers/scanners) and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server (s).. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
Outputs / Deliverables	Completed Infrastructure Requirements and Design Document
	Infrastructure Audit

Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

Intentionally left blank.

Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan (DED-01)
- Initial Project Schedule (DED-02)
- Project Operational Plan (Ded-03)

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal (SharePoint) made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution for the full scope of the project defined by the City's functional requirements.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I	C	I	I	I	I

Inputs	Solution orientation materials
	Training Plan

Outputs / Deliverables	None

Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros, and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

Tyler will manage the project to deliver recommendations to satisfy the City's functional requirements. The City will adopt the existing Tyler solution wherever possible meeting requirements to avoid project schedule and quality risk from over customization of Tyler products. It is Tyler's responsibility to manage the project and provide recommendations and guidance related to how the Tyler software can be used to meet the City's requirements. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis
----------------	--

	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables	
	System Design Document (DED-04)

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City can effectively communicate current state processes.

Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment
---------	----------------------------

	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
			I		C						A						R
			I	I	I						A	R		C			I
			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables	
	Data Conversion Plan built/updated (DED-05)

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

Intentionally left blank.

Intentionally left blank.

Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- System Design Document (DED-04)
- Data Conversion Plan (DED-05)

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS) *																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City			I				C				A						R

Devices (if applicable)																	
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	
	Installation Checklist/System Document Z(DED-06)

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

Configuration

The purpose of Configuration is to prepare the software product for validation.

Software configuration is the City's responsibility and Tyler will provide guidance and assistance where necessary. The City collaborates with Tyler staff iteratively to validate software configuration and Tyler shall monitor software configuration to ensure compliance with Tyler recommendations and documented decisions in project Deliverables. Tyler shall also be responsible for notifying the City of any errors or issues with configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads

Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R				C			I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C
Develop Requirements Traceability Matrix (RTM)			A	R							C	C					
Validate Requirements			C	C							A	R					

Inputs	System Design Document
	Requirements Traceability Matrix
Outputs / Deliverables	Updated Requirements Traceability Matrix (items verified and marked complete)
	Configured System

Work package assumptions:

- Tyler provides written guidance for configuration options available within the Tyler software based on best practices, Tyler's past experience, and the City's needs. The City is responsible for making decisions when multiple options are available.

Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration. In addition to requirements of any Deliverable included in this SOW, Tyler will provide standard process documentation that the City may customize throughout this stage with instructions for their use of the software to document detailed business processes and workflows. Tyler core user training and standard process documentation will cover all modules and business processes included in the licensed software. Tyler and City staff will compare Tyler training agendas to the Functional Requirements as part of the Requirements Traceability Matrix (DED 07).

Tyler will provide customized end user training guides for end users that provide instructions for how to use the Tyler software within the City's documented business processes. The specific processes that Tyler will

provide customized documentation for are outlined in the Deliverables Expectations Document at the end of this Statement of Work. See DED-11.

Tyler will provide customized end user training guides. Guides will be provided in MS Word format and may be modified by the City for changes in functionality or process after acceptance (post go-live). The specific processes that will be documented are outlined in the Deliverable Expectations Document in the appendix of this SOW under deliverable ID DED-11

The City and Tyler agree that all training, including core user training and end-user training will be recorded by the City. Tyler uses Microsoft Teams for all remote training.

If recording training using Tyler's Microsoft Teams account, Tyler shall either provide access for the City to record the meeting or provide the City with access to view and download recordings within 48 hours after the training event.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process			I	C							A	R		C			

documentation (if applicable)																		
Updates to Solution Validation testing plan			C	C							A	R		C				C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables	Updated solution validation test plan
	Completed client-specific process documentation (completed by City)
	Completed Requirements Traceability Matrix (DED-07)
	Updated Training Plan
	Updated Solution Validation Test Plan

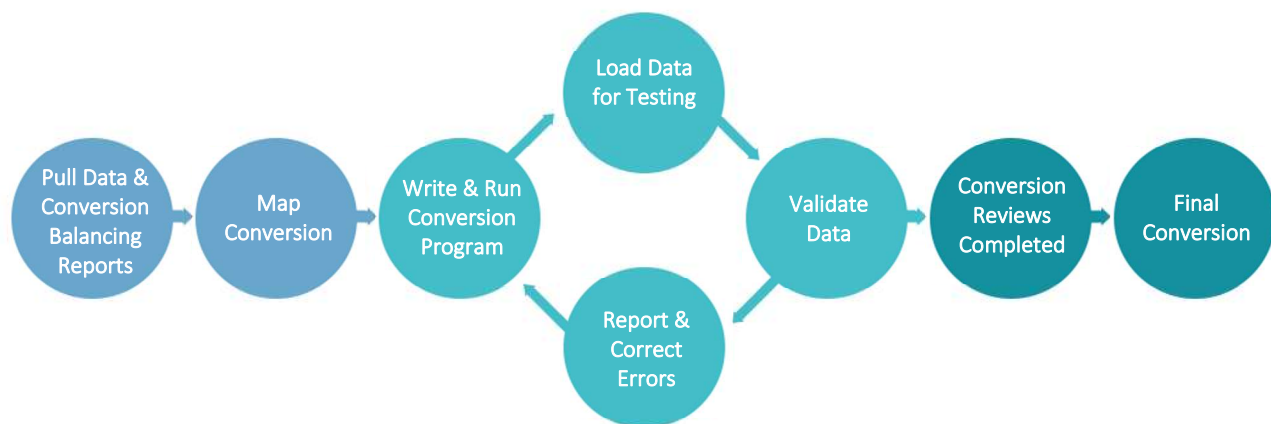
Work package assumptions:

- None

Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

Intentionally left blank.

Intentionally left blank.

Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Installation Checklist (DED-06)
- Requirements Traceability Matrix (DED-07)
- .

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training

STAGE 4	Solution Validation	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables	Custom End User Training Guides (DED-11)
	End User Training

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report (DED-09)
- Go-live plan and checklist (DED-10)
- Custom End User Training Guides (DED-11)

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			

Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams, as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time, the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance: Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.
- Software Acceptance as defined in the Agreement has been provided by the City

Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. The SOW is based on the City and Tyler both performing assigned tasks throughout the project. Responsibilities related to specific work packages are documented throughout the SOW. Included here are general responsibilities which should be considered throughout the overall implementation process.

7.1 Project

- Both City and Tyler Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule. All tasks, deadlines, and prerequisite activities will be listed on the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement or necessary to meet one of the City's functional requirements will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- With the exception of what is defined in this SOW, the City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

The City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.
- Tyler will staff the project with sufficient number of qualified individuals knowledgeable and experienced in both the Tyler software and local government administration.
- Tyler will work in good faith to provide, where possible, resources familiar with the specific rules, regulations, and best practices for municipal governments in the state of Florida.
- If Tyler resources are required to be replaced, Tyler shall provide for appropriate overlap to ensure smooth transition and knowledge transfer. In the event City resources are required to transfer additional City knowledge to Tyler resources as a result of resource change initiated by Tyler and billable time is adversely affected, the City may be entitled to a mutually agreed upon credit for time spent.
- Tyler resources are expected to follow reasonable City security and applicable human resource policies as communicated by City when providing Services under this Agreement
- Tyler shall comply with industry standard etiquette and procedural practices related to City communications, and meetings.
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7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.

- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

7.6 Requirements Traceability Matrix (RTM)

- Tyler will work with the City in a dual effort to track and report to the City which Functional Requirements have been satisfied during each phase of the project for each of the software modules and services contracted.
- The RTM will be created based on the list of the Functional and Technical Requirements that were included in the Tyler proposal response.
- Tyler will create the RTM along with collaborative input from the City. As part of the “go-live” acceptance process for each phase, the City and Tyler shall agree that each requirement in the RTM for that phase has been satisfied per Tyler’s responses (from proposal response where Tyler answered affirmatively that the feature/functionality exists in the installed release).

7.7 Deliverables

- c. Tyler resources shall produce professional quality deliverables fit for presentation publicly as deliverables for City review and acceptance. Deliverables shall be free from formatting or grammatical errors.
- d. Tyler shall review all Deliverables prior to notifying the City they are complete for compliance with DED scope and acceptance criteria
- e. All Tyler Deliverables will cover the full scope of the project as identified by the functional requirements and Section 1.2 of this SOW.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up to date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.

Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.

Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.3 Accounts Payable

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.4 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.5 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.6 Capital Assets

- Capital Asset Master: description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.7 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is

converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.8 General Billing

- Customer information

9.9 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.10 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.11 Inventory

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus, many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

9.12 Human Resources Management

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.13 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

9.14 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.15 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate

9.16 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

9.17 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.18 Payroll – Earning/Deduction History

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.19 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.20 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.21 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.22 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.23 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders header data including vendor, buyer, date, accounting information, etc.
- Closed purchase orders detail data including line-item descriptions, quantities, amounts, etc.

9.24 Project Accounting

- Segments, account strings and fund string allocation table

- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.25 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.26 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

10. Interfaces

Interfaces definitions and requirements are included as part of the Functional Requirements (Exhibit F) to the Agreement. Additional Appendices

11. Deliverable Expectation Document

A description of each deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

Deliverable Number: DED 01	
Deliverable Name: Project Management Plan (WBS 1.2)	Phase: 1, updated subsequent phases
Objective: To provide procedures for project management and managing changes to the project scope, schedule, or budget.	
Scope: Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between the City and Tyler Project Manager. As part of project planning, the Tyler Project Manager will review the SOW and contract with Client. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline: Scope Management Plan • Scope Management Approach • Scope Roles and Responsibilities • Scope Verification • Scope Control • Scope Change Communication Management Plan Purpose • Communications Planning • Information Distribution • Roles and Responsibilities • Communication Plan Matrix Resource Management Plan Purpose • Project Roster identifying individuals for key roles • Physical Resource Requirements • Facility Resource Matrix • Human Resources Requirements Matrix Quality Management Plan Purpose • Quality Approach • Quality Planning • Identify Quality Metrics • Establish Quality Control Checklist • Issue Resolution • Quality Assurance • Quality Control Risk Management Plan Purpose • Risk Assessment Procedures	

Deliverable Number: DED 01

- Risk Management Procedures
- Risk Measuring and Control Procedures
- Risk Register
- Risk Assessment
- SWOT Analysis
- Risk Evaluation
- Probability and Impact Matrix
- Risk Management Planning
- Risk Measuring and Control

City Role:

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

Tyler Role:

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- City project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02**Deliverable Name:** Project Operational Plan (WBS 1.2)

Phase: 1, 2

Objective: To introduce and familiarize the client with the tools that will be used throughout the implementation during project planning. To make the tools available for client review and maintenance as applicable throughout the project.

Scope: Includes Training Plan, Data Conversion Plan, Solution Validation Plan, Go-live Plan

Format: MS Word

- **Outline:**
- Training Plan
 - Overview
 - Training descriptions
 - Classroom setup and resources
 - Prerequisites
 - Accompanying documents
- Data Conversion Plan
 - Overview
 - Logistics
 - Prerequisites
 - Process
 - Accompanying documents
 - Module/Phase specific conversion schedule and proofing instructions
- Solution Validation Plan
 - Overview
 - What to expect
 - Acceptability
 - Common misconceptions
 - Identifying Power Users for testing
 - Responsibilities

Deliverable Number: DED-02	
○ Testing steps ○ Accompanying documents ● Go-Live Plan ○ Overview ○ Benefits ○ Prerequisites to cutover commencement ○ Go-Live checklist ○ Accompanying documents ○ Appendix: Other accompanying documents ○ Stage sign-off forms ○ Change request form ○ Analysis questionnaires ○ Project phase reconciliation report	
City Role:	● Review the plans and accompanying documents ● Gain an understanding of how each plan is used and at what time in the project ● Distribute plans, as applicable, to project team members
Tyler Role:	● Prepare Project Operational Plans and document City decisions ● Provide the Project Operational Plan and accompanying documents ● Review each plan and document with the client project team; discuss how each will be used during the implementation, when it will be used, and who is responsible for each.
Acceptance Criteria:	● The deliverable contains all the components specified in the Outline of this DED and the SOW ● The respective Tyler and City project team members have resolved all material content and/or quality issues. ● The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-03	
Deliverable Name: Initial Project Schedule / Project Plan (WBS 1.2)	Phase: 1, 2
Objective: Task list with owners and due dates for successful completion of the project phase. Schedules are developed at the start of each phase.	
Scope: Includes all tasks and scheduled activities, along with owners, due dates, and dependencies.	
Format: Developed in MS Project, then uploaded and maintained as the master project plan on the City Project SharePoint site.	
Outline: The project plan will follow the Tyler Implementation WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, deliverables, milestones, review/acceptance periods, and other key project events. The Project Plan will contain: ● Project's activities and tasks ● Dates of project activities and tasks ● Specific resources assigned to project tasks ● Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages ● Milestones and Deliverables ● City review periods ● City Review Periods for Milestones and Deliverables ● Project Acceptance of Implementation Control Points	
City Role:	● Review project plan ● Contribute information necessary to complete and maintain project plan ● Adhere to due dates as defined in the project plan

Deliverable Number: DED-03
Inform the Project Managers of barriers to meeting the defined due dates
Tyler Role: - Provide initial on-site and remote session schedule to client for approval - Create project plan - Post project plan to Project SharePoint site - Maintain and update the project plan throughout the project
Acceptance Criteria: - The client signs off on the project plan and schedule - The deliverable contains all the components specified in the Outline of this DED and the SOW - The respective Tyler and City project team members have resolved all material content and/or quality issues. - The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 04
Deliverable Name: System Design Document (WBS 2.2) Phase: 1, 2
Objective: To document the decisions and processes resulting from analysis and identify how City will use the Tyler system.
Scope: Spreadsheet questionnaire outlining processing, workflow, and setup decisions
Format: MS Excel
Outline: Current Needs: - Identification of current process - Tyler recommendations for future process or how to use Tyler Software - City Decision Making: - Process Decisions - Setup Decisions - Workflow Decisions utilizing Workflow Matrix - Follow Up Items - Detailed Enterprise ERP set-up considerations - Set up details - Modifications (if applicable) - Imports/Export - Workflow
City Role: - Participate in all meetings and make decisions - Review the documents provided by the Tyler project team - Identify any discrepancies - Ask for clarification from the Tyler team, if necessary
Tyler Role: - Complete System Design Documents - Complete deliverable containing all information described in this DED. - Participate in meetings as required to gather information necessary to complete deliverable. - Post completed documents to SharePoint. - Update deliverable based on feedback from the client within acceptance period
Acceptance Criteria: - Design Document will include processes and configurations necessary to accommodate final functional requirements - All configurations for software documented in Design Document. - The deliverable contains all the components specified in the Outline of this DED - The respective Tyler and City project team members have resolved all material content and/or quality issues.

Deliverable Number: DED 04

- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-05**Deliverable Name:** Data Conversion Plan (WBS 2.3)

Phase: 1, 2

Objective: Provide the City with information necessary to understand and implement the conversion process.**Scope:** All conversion options included in the Investment summary.**Format:** MS Word**Outline:**

- Logistics
- Conversion contacts
- Prerequisites
- Data mapping
- Data extract
- Verifying converted data
- Reporting discrepancies
- Conversion plan and schedule (for this phase)
- Accompanying documents
- Conversion descriptions
- Conversion schemas
- Conversion sign-off forms

City Role:

- The City reads conversion plan
- The City participates in planning the conversion schedule
- The City follows the plan and proofing instructions throughout the project

Tyler Role:

- Tyler works with the City to plan the conversion schedule
- Tyler delivers the plan, posts on the Project Portal
- Tyler reviews the plan with the client

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 06**Deliverable Name:** Installation Checklist/System Document (WBS 3.1)

Phase: 1

Objective: Provide the City with listing of all products, installation paths and accounts installed within the City infrastructure.**Scope:** All Tyler products and associated City hardware and software**Format:** MS Word**Outline:**

- Application and Database Server details
- Network names and domain(s)
- Installation paths, IPs, and user accounts
- Application and software user accounts details
- Application and web service URLs
- Tyler License Keys
- Recommended on-going IT tasks

City Role:

Deliverable Number: DED 06	
The City reviews document and stores it in a secure location	
Tyler Role:	
Tyler deployment engineer provides document to client	
Acceptance Criteria:	
- The deliverable contains all the components specified in the Outline of this DED and the SOW - The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED 07	
Deliverable Name: Requirements Traceability Matrix (WBS 3.3)	Phase: 1, 2
Objective: Provide listing of all system requirements outlined in the RFP formatted for updates to indicate owner, verification date, status, and next steps if applicable.	
Scope: System requirements outlined in the RFP and proposal.	
Format: SharePoint list; MS Excel	
Outline:	
Includes applicable RFP Checklist Requirements.	
City Role:	
The City reviews and verifies requirements.	
Tyler Role:	
- Tyler ensures all requirements are included in System Design Document, - Tyler ensures that all requirements are scheduled and included in Core Training - Tyler updates testing statuses into the matrix.	
Acceptance Criteria:	
- The deliverable contains all the components specified in the Outline of this DED and the SOW - The respective Tyler and City project team members have resolved all material content and/or quality issues. - The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED 08	
Deliverable Name: Solution Validation Test Plan (WBS 3.3)	Phase: 1, 2
Objective: Provide testing steps to guide users through testing business processes in Tyler software.	
Scope: Testing steps for Standard business processes.	
Format: MS Word; MS Excel	
Outline:	
Detailed test scripts by business process for each major functional area/module in scope for the project.	
City Role:	
- Review the System Design Validation plan - Provide feedback for additional processes to be tested - The City performs Solution Validation Testing to verify software readiness for day-to-day business processing.	
Tyler Role:	
- Develop Solution Validation Test Plan - Incorporate Requirements Traceability Matrix into Solution Validation Plan	
Acceptance Criteria:	
- The deliverable contains all the components specified in the Outline of this DED and the SOW - The respective Tyler and City project team members have resolved all material content and/or quality issues. - The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED 09	
Deliverable Name: Solution Validation Report (WBS 4.1)	Phase: 1, 2

Deliverable Number: DED 09
Objective: Provide a high-level overview of the progress of the Solution Validation Test.
Scope: Shows number of test cases by module in table and graph view.
Format: Excel; tab in Solution Validation Checklist workbook
Outline: • By Module • Number of cases not yet tested • Number of cases where testing is in progress • Number of cases passed • Number of cases failed • Total number of cases
City Role: • Review the report regularly throughout the Solution Validation Testing period. • Provide updates to Tyler Project Manager, as needed
Tyler Role: • Work with City Project Team to ensure that failed test items are prioritized and resolved in a timely manner
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 10	
Deliverable Name: Go-Live Plan and Checklist (WBS 4.2)	Phase: 1, 2
Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
Scope: Implementation will provide the client with a checklist of items needed to be completed for Go-Live	
Format: MS Word; MS Project	
Outline: Sample activities from a Payroll Go-Live Checklist: • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users Checklist columns: • Item ID • Activity • Owner • Date Verified • City Approval (initials) • Notes/Comments	
City Role: • Review and complete the list of items required for go-live.	
Tyler Role: • Provide client with a list of items required for completion for the go-live, by phase.	
Acceptance Criteria:	

Deliverable Number: DED 10

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 11**Deliverable Name:** Custom End User Training Guides (WBS 4.3)**Phase:** 1, 2**Objective:** Provide custom training guides on major functions for end user training

Scope: Customized training guides for major functions current version that client will implement. These guides are intended for end user training and do not encompass all processes and configuration of the Enterprise ERP system. The following processes/programs will be documented in the training guides:

- Enterprise ERP General Topics for all Modules
 - Navigation
 - Enterprise ERP Office & Saved Reports
 - Dashboard Creation and Usage
 - Content Manager Core
- Financials
- Accounting/General Ledger
 - GL Account Inquiry
 - YTD Budget Report
- Purchasing & Requisitions
 - Requisition Entry
 - Change Orders
 - Attaching Documentation
 - Requisition Approval
 - PO Approvals
 - PO Receiving
 - PO Reports
 - Use of P-Cards
- Accounts Payable
 - Request for Check
 - Invoice Entry /Proof
 - Invoice Approvals
 - AP Reports
 - Vendor Central
- Budget
 - NY Budget Entry
 - NY Budget Reports
 - Next Year Budget Detail Approval
 - Budget Transfer and Amendments
 - Budget Transfer and Amendments Approvals
- Project & Grant Accounting
 - Project Reports
- Employee Expense Reimbursement
 - Entering an Expense Claim
 - Allocating an Expense Claim
 - Approving an Expense Claim
- Inventory
 - Requisition entry for Pick Ticket
- Enterprise ERP Accounts Receivable
 - Applying a Payment to a General Bill
 - Miscellaneous Cash Receipt Entry

Deliverable Number: DED 11	
▪ Accounts Receivable Payment Inquiry and Reports ▪ Customer Central • Enterprise ERP General Billing ▪ GB Invoice Entry and Proof • Payroll/Human Resources ▪ Overall Payroll Process ▪ Time Entry ▪ Time Entry Approval ▪ Leave Request ▪ Personnel Actions Process¹ ▪ Actions Entry ▪ Actions Inquiry	
Format: MS Word	
Outline: • Overview of Function • Detailed description of how to complete tasks in Enterprise ERP • Custom Training guides on major processes for end user training • Identification of options, fields, and functions built into the Tyler software.	
City Role: • Review Custom Training Guides • Distribute Custom Training Guides to end users	
Tyler Role: • Provide Custom Training guides for end-user training in SharePoint Folder.	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The custom training guides will be updated to reflect current features and functions in the software version that City is implementing. • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED 12	
Deliverable Name: Post Project Report (WBS 6.2)	Phase: 1, 2
Objective: Provide comparison of contract Scope and project budget.	
Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or project activity.	
Format: MS Word and/or Excel	
Outline: • Detailed report for outlining contracted services and delivered services for the phase.	
City Role: • Review and accept report	
Tyler Role: • Develop and deliver report	
Acceptance Criteria: • Acceptance of services and budget analysis and plan for changes, if needed. • The deliverable contains all the components specified in the Outline of this DED and the SOW	

¹ Personnel Actions document does not include details for every different kind of personnel action type but does include instructions for selecting the type and generic steps for completion.

Deliverable Number: DED 12

- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED 13**Deliverable Name:** Project Status Reports (throughout project)**Phase:** All**Objective:** To provide project team members with a current snapshot of the project and advise of upcoming activities.**Scope:** Status report provided at least 18 hours before each scheduled status meeting for project team review and gathering updates in advance of the meeting. Updated status report with meeting notes and task updates provided within 18 hours of completion of the status meeting.**Format:** PDF**Outline:**

- Project Overview (% complete by stage graph)
- Agenda Items
- Recently Completed task list
- Calendar events starting soon
- Tasks starting soon
- Tasks in progress
- Tasks past due
- Conversion tasks past due
- Open items (Issues and Actions)
- Risk Register
- Budget Reconciliation
- Notes

City Role:

- Review the status reports upon delivery
- Distribute status reports to project stakeholders, as applicable
- Communicate changes to task status and percent of completion to Tyler Project Manager
- Notify Tyler Project Manager of discrepancies or inaccuracies per the acceptance procedure defined in this SOW

Tyler Role:

- Provide a status report before and after each status meeting
- Record tasks assigned, key decisions and unresolved items in appropriate PM tool (issues and actions, project plan)

- **Acceptance Criteria:**

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.
- Sign-off is not required for this deliverable

Deliverable Number: DED 14**Deliverable Name:** Site Reports (throughout project)**Phase:** All**Objective:** To provide project managers and team members with an update of what was covered during a scheduled implementation session.**Scope:** Site report to be uploaded to Project Portal within 3 business days of completion of the scheduled session. Consecutive days may be combined on one site report.**Format:** PDF**Outline:**

Deliverable Number: DED 14	
• Date, start and end times • Modules covered • Attendees • Tasks assigned • Daily summary • Key decisions made • Unresolved items	
City Role:	• Review the site reports upon delivery • Notify Tyler Project Manager of discrepancies or inaccuracies per the acceptance procedure defined in this SOW
Tyler Role:	• Provide a site report after each scheduled session (or consecutive sessions) • Record tasks assigned, key decisions and unresolved items in appropriate PM tool (issues and actions, project plan)
Acceptance Criteria:	• The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors. • Sign-off is not required for this deliverable.

12. Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

Imports and Exports

The City and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement) to meet the City's interface requirements. Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to the City internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third-party API services.

- The only API contained in this contract is for Recruiting.

STAGE 2	Current & Future State Analysis - Data Exchange																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Review Standard or contracted Data Exchanges			A	R	I		I				C	C		I			C
Define or confirm needed Data Exchanges			I	C	C		C				A	C		C			R

Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs*) and the City tests each Data Exchange.

STAGE 3	Process Refinement – Data Exchange Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Develop specifications for interface			I	C			C				I			I			R
Train standard or contracted Data Exchange(s) processing in Tyler software						I		I			C	I		I			C
Coordinate 3 rd Party Data			I	C	C	C	C				A	C		C			R

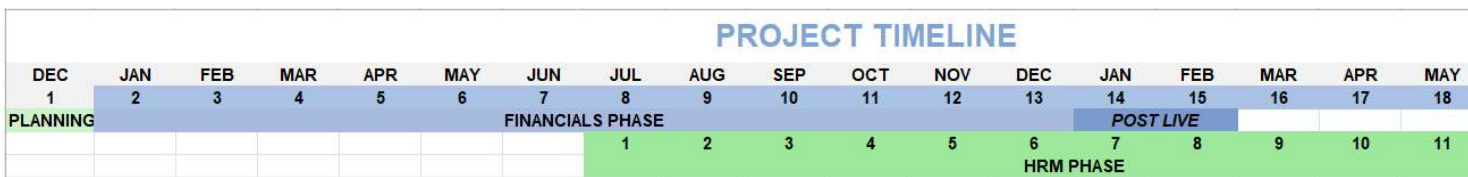
Exchange activities																	
Test all Standard 3 rd party Data Exchange(s)			I	C	C		C				A	C		R			C

* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.

13. Project Timeline

13.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project.



Phase	Functional Area(s)	Modules	Start Date	Go Live
1	Financials	- Accounting/General Ledger - Accounts Payable - Accounts Receivable - Budgeting - Capital Assets - Cash Management - Contract Management - General Billing - Purchasing - Project & Grant Accounting - Cashiering - ACFR Statement Builder (at end of first year)	December 2023 or as defined in the Project Plan and mutually agreed upon	January 2025 or as defined in the Project Plan and mutually agreed upon
	System Wide	- Enterprise Analytics & Reporting w/ Exec Insights - Enterprise Forms Processing - Content Manager Core		
2	Human Resource Management	- Payroll w/ ESS - Employee Expense Reimbursement - Human Resources & Talent Management	July 2024 or as defined in the Project Plan and mutually agreed upon	July 2025 or as defined in the Project Plan and mutually agreed upon



Exhibit F
Functional Requirements

Tyler responses to Client Functional Requirements to be inserted prior to Agreement execution.

Attachment 15: Functional Requirements**Column F: Available Responses**

Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion

Req #	Function	Process	Type	Requirement	Response	Module / System	Phase for Go Live	Comment
1	GL	Chart of Accounts		System provides chart of account structure with multiple independent segments	Y	General Ledger	1	
2	GL	Chart of Accounts		Independent chart of account segments are independent of other segments (do not form hierarchical relationship between segments) of different types (fund, org, program, account, etc.)	Y	General Ledger	1	
3	GL	Chart of Accounts		Chart of accounts support multiple segments for org unit	Y	General Ledger	1	
4	GL	Chart of Accounts		Chart of accounts support multiple segments for program/activity	Y	General Ledger	1	
5	GL	Chart of Accounts		Segments of same type (org unit, program/activity, etc) form hierarchical relationship	Y	General Ledger	1	
6	GL	Chart of Accounts		Chart of accounts supports project ledger (sub ledger) for detailed cost tracking	Y	General Ledger	1	
7	GL	Chart of Accounts		General Ledger and project ledger supports alpha numeric accounts	Y	General Ledger	1	
8	GL	Chart of Accounts		Segments of chart of accounts used in acceptable combinations to form full general ledger account	Y	General Ledger	1	
9	GL	Chart of Accounts		System supports segments representing programs that can extend across multiple departments	Y	General Ledger	1	
10	GL	Chart of Accounts		Segments of the Chart of Accounts can be grouped on a user-defined basis into multiple reporting hierarchies	Y	General Ledger	1	
11	GL	Chart of Accounts		System allows reporting at summary level accounts (for example, accounts 5501, 5502, 5503 can be reported together as 5500)	Y	General Ledger	1	
12	GL	Chart of Accounts		System provides short cut key functionality to allow users to not enter full account characters	Y	General Ledger	1	Org/Object entry method
13	GL	Chart of Accounts		System provides reporting and data export utilizing State of Florida Uniform Accounting System standards	Y	General Ledger	1	
14	GL	Chart of Accounts		Where City does not use state codes, system maintains crosswalk to allow for reporting under state defined categories	Y	General Ledger	1	
15	GL	Chart of Accounts	Interface	System interface with third party budget development system	Y	General Ledger	1	via Import File
16	GL	Journal Entry		Journal entries entered by department users and routed through workflow for approval	Y	General Ledger	1	
17	GL	Journal Entry		Journal entries are validated against the chart of account structure for valid accounts	Y	General Ledger	1	
18	GL	Journal Entry		Journal entries are validated against: Available funds (budget check or cash availability check)	Y	General Ledger	1	
19	GL	Journal Entry		Journal entries are validated against balancing entries (make sure all entries balance)	Y	General Ledger	1	
20	GL	Journal Entry		Users can import journal entries from spreadsheet (e.g., Microsoft Excel)	Y	General Ledger	1	
21	GL	Journal Entry		Imported transactions from spreadsheets are validated using the same business rules as transactions made in the system	Y	General Ledger	1	
22	GL	Journal Entry		System allows creation of a journal entry from previously entered journal entry format (copy journal), by: Line item	Y	General Ledger	1	Copy journal functionality but not by journal line. Lines can be deleted/added in copied journal.

23	GL	Journal Entry		System allows users to reverse journal entry with proper security and approvals	Y	General Ledger	1	
24	GL	Journal Entry		System allows to schedule accrual auto-reversals.	Y	General Ledger	1	Journals can be marked for auto-reversal and auto-reversal process can be manually initiated at any time. No scheduled reversal.
25	GL	Journal Entry		Users can attach files for documentation to journal entry	Y	General Ledger	1	Via Content Manager
26	GL	Journal Entry		System allows posting of transactions for multiple fiscal years at the same time	Y	General Ledger	1	Not under a single journal, but multiple journals in a single batch can be posted to various periods. Multiple periods and a maximum of two fiscal years can be open simultaneously.
27	GL	Journal Entry		Journal transactions can be entered and scheduled using effective dates (e.g., posting does not occur until effective date)	Y	General Ledger	1	
28	GL	Recurring Journal Entry		System provides templates and notifications for recurring journal entries	Y	General Ledger	1	
29	GL	Recurring Journal Entry		System provides templates and notifications for recurring journal entries with the same dollar value	Y	General Ledger	1	
30	GL	Recurring Journal Entry		System provides templates and notifications for recurring journal entries with varying dollar amounts	Y	General Ledger	1	
31	GL	Recurring Journal Entry		Recurring journal entries occur at regular frequency (can set start and stop dates)	Y	General Ledger	1	
32	GL	Recurring Journal Entry		System allows journal entries to be scheduled (example: lease/debt schedules)	Y	General Ledger	1	
33	GL	Journal Entry	Notification	Posted journal entries provide notification through workflow	Y	General Ledger	1	
34	FINREP	ACFR		System used to produce all necessary reports/schedules for City ACFR	Y	General Ledger, ACFR Statement Builder	1	
35	FINREP	Dashboard		System used to provide management dashboards for City users including directors, managers, and staff	Y	Hub	1	
36	FINREP	Dashboard		System provides indicators for decision support in dashboard and at system go-live, dashboards are configured to facilitate use	Y	Hub	1	
37	FINREP	Export		System reporting tools provide export to Excel	Y	Enterprise ERP	1	
38	FINREP	Export	Interface	System data can be exported for use in other third party systems	Y	Enterprise ERP	1	
39	BUD	Budget Projections		System used to project revenues and expenses and monitor budget throughout year	Y	Budgeting	1	
40	BUD	Budget Projections		Budget projections available through dashboard	Y	Budgeting	1	
41	BUD	Budget Monitoring		System provides alerts and notifications for hitting defined budget thresholds (example: 90% of budget)	Y	Budgeting	1	
42	BUD	Budget Adjustments		System allows departments to propose budget transfers within department authority with workflow approval	Y	Budgeting	1	
43	BUD	Budget Adjustments		System provides workflow based on transfer to/from (example: within department/division/fund or between department/division/fund)	Y	Budgeting	1	
44	BUD	Budget Adjustments		System provides workflow based on transfer based on within or between budget categories (example: salary/supplies/materials/etc.)	Y	Budgeting	1	
45	BUD	Budget Adjustments		System allows departments to propose additional budget requests	Y	Budgeting	1	

46	BUD	Budget Adjustments		System validates and enforces rule that all budget amendments and transfers must balance	Y	Budgeting	1	
47	BUD	Budget Adjustments		System provides funds availability check when entering budget amendments	Y	Budgeting	1	
48	GL	Budget Control		Budget control can be set to soft error (Warn user but allow)	Y	General Ledger, Budgeting	1	
49	GL	Budget Control		Budget control can be set to hard error (Do not allow)	Y	General Ledger, Budgeting	1	
50	GL	Budget Control		System allows for budgeting at one level and controlling at a different level (Example: budget by account/object but conduct budget control at program level)	Y	General Ledger, Budgeting	1	
51	GL	Budget Control		System allows budget control at summary roll up of account/object	Y	General Ledger, Budgeting	1	
52	GL	Budget Control		System allows budget control at summarized roll up categories (example, transact at 5501, 5502, 5503, but control at level of all 5500s)	Y	General Ledger, Budgeting	1	
53	PG	Project Set Up		Supports multiple-year projects	Y	Project & Grant Accounting	1	
54	PG	Project Set Up		Supports parent/child relations for projects and sub-projects (list any limitations in the comments column)	Y	Project & Grant Accounting	1	
55	PG	Project Set Up		System tracks funding sources (multiple funding sources for each project)	Y	Project & Grant Accounting	1	
56	PG	Project Set Up		Funding sources can be grants, city dedicated revenues, other city funds, etc.	Y	Project & Grant Accounting	1	
57	PG	Project Set Up		System allows decentralized project set up	Y	Project & Grant Accounting	1	
58	PG	Project Set Up		System uses project start date and end date for determining eligible expenditures and doesn't allow transactions outside project eligibility period	Y	Project & Grant Accounting	1	
59	PG	Project Set Up		Projects can be established across multiple funds and departments	Y	Project & Grant Accounting	1	
60	PG	Project Set Up		System will identify and track user-defined multiple sub-levels of a project (e.g. design, pre construction, construction, post construction, completed)	Y	Project & Grant Accounting	1	
61	PG	Project Set Up		User-defined sub-levels of project can be different for each project	Y	Project & Grant Accounting	1	
62	PG	Project Budget		System allows creation of project budget for select projects (not required for all projects)	Y	Project & Grant Accounting	1	
63	PG	Project Budget		Project budgets are established for entire project	Y	Project & Grant Accounting	1	
64	PG	Project Budget		Project budgets are established by fiscal year within multi-year project	Y	Project & Grant Accounting	1	
65	PG	Project Budget		Budget control for a project can be set for calendar year	Y	Project & Grant Accounting	1	
66	PG	Project Budget		Budget control for a project can be set for period other than City fiscal year (grantor fiscal year)	Y	Project & Grant Accounting	1	
67	PG	Project Budget		Budget control for a project can be set for entire Life of Project (multi-Year)	Y	Project & Grant Accounting	1	
68	PG	Project Budget		System can control budget at project level	Y	Project & Grant Accounting	1	
69	PG	Project Budget		System can control budget at sub-project level (example: phase, task, etc.)	Y	Project & Grant Accounting	1	
70	PG	Project Budget		System can set level of budget control differently for each project	Y	Project & Grant Accounting	1	

71	PG	Project Budget		Project budget can control to level of project funding (limit project expenses to funding sources)	Y	Project & Grant Accounting	1	
72	PG	Project Budget		System can track and control budget for multiple projects using the same funding source	Y	Project & Grant Accounting	1	
73	PG	Project/Grant Tracking		System allows for tracking direct costs (encumbrance) to project through purchasing	Y	Project & Grant Accounting	1	
74	PG	Project/Grant Tracking		System allows for tracking direct costs (expense) to project through accounts payable	Y	Project & Grant Accounting	1	
75	PG	Project/Grant Tracking		System allows for tracking direct costs and indirect costs (encumbrance and expense) to project through journal entries	Y	Project & Grant Accounting	1	
76	PG	Project/Grant Tracking		System allows city to identify unique internal cost rate for each project	Y	Project & Grant Accounting	1	
77	PG	Project/Grant Tracking		System allows employees to charge time to projects and sub projects	Y	Project & Grant Accounting	1	
78	PG	Project/Grant Tracking		System allows for tracking salary and benefit costs (expense) to project through payroll	Y	Project & Grant Accounting	1	
79	PG	Project/Grant Tracking		System allocates indirect costs to projects based on pre-determined cost drivers and allocation schedules	Y	Project & Grant Accounting	1	
80	PG	Project/Grant Tracking		System identifies eligible expenses for reimbursement based on criteria identified for each project (by account)	Y	Project & Grant Accounting	1	
81	PG	Project/Grant Tracking		System identifies and tracks funding sources for projects	Y	Project & Grant Accounting	1	
82	PG	Project/Grant Tracking		System will split the cost of projects across various funding sources by Percentage (e.g. 70% grant, 30% bond)	Y	Project & Grant Accounting	1	
83	PG	Project/Grant Tracking		System will split the cost of projects across various funding sources by Priority (Grant first, local funds next)	Y	Project & Grant Accounting	1	
84	PG	Project/Grant Tracking		System will split the cost of projects across various funding sources by priority up to limit (example: Charge grant first up to \$10,000 then charge local funds)	Y	Project & Grant Accounting	1	
85	PG	Project/Grant Revenue		System allows revenue source to be split across multiple projects	Y	Project & Grant Accounting	1	
86	PG	Project/Grant Revenue		System can assign multiple revenues sources to be used for single project	Y	Project & Grant Accounting	1	
87	PG	Project/Grant Revenue		System allows multiple revenue sources to be split across multiple projects (each project has multiple sources)	Y	Project & Grant Accounting	1	
88	PG	Project/Grant Billing		Projects link with accounts receivable to provide all billing, aging, and tracking capabilities.	Y	Project & Grant Accounting	1	
89	PG	Project/Grant Billing		Generates revenue/receivable transactions from grants expenditure data	Y	Project & Grant Accounting	1	
90	PG	Project/Grant Billing		System can generate invoice to bill for any project costs (bill to contractor, citizen, other government, or grant)	Y	Project & Grant Accounting	1	
91	PG	Project/Grant Billing		System can generate invoice for appropriate billable expenses at any point (end of project, milestone, or any time)	Y	Project & Grant Accounting	1	
92	PG	Project/Grant Billing		Project billing based on actual expenses (using current salary and benefit information)	Y	Project & Grant Accounting	1	
93	PG	Project/Grant Billing		Project invoice can be done at any point in project	Y	Project & Grant Accounting	1	
94	PO	Requisition		Department staff initiates purchasing process through requisition entry into the system	Y	Purchasing	1	
95	PO	Requisition		Requestor can attach files to requisition	Y	Purchasing	1	
96	PO	Requisition		Requisition can be split into multiple lines	Y	Purchasing	1	
97	PO	Requisition		Purchase requisition allows user to add account at line item level	Y	Purchasing	1	
98	PO	Requisition		Purchase requisition can use project accounts at line item level	Y	Purchasing	1	

99	PO	Requisition		Purchase requisitions can link to work order	Y	Purchasing	1	Without integrated Asset Maintenance module would require user defined field
100	PO	Requisition		Requestor can attach files to requisition at line item level	N			
101	PO	Requisition		Purchase requisition allows user to add NIGP commodity code to line item	Y	Purchasing	1	
102	PO	Requisition		System allows user to record information on competing quotes	Y	Purchasing	1	
103	PO	Requisition		Purchase requisition allows user to identify contract number for requisition	Y	Purchasing, Contract Management	1	
104	PO	Requisition		Purchase requisition can be saved without submitting for approval	Y	Purchasing	1	
105	PO	Requisition		Users identify the budget year to enter requisition (at end of fiscal year where there may be a need to transact in current and future year)	Y	Purchasing	1	
106	PO	Requisition		System records pre-encumbrance when purchase requisition is saved or submitted through workflow	Y	Purchasing	1	
107	PO	Requisition		System tracks pre-encumbrances (purchase requisitions)	Y	Purchasing	1	
108	PO	Requisition		Saved requisition pre-encumbers funds	Y	Purchasing	1	
109	PO	Requisition		System maintains detailed budget at line item level while allows for controlling (stopping transaction) at summarized level	Y	Purchasing	1	
110	PO	Requisition		System provides option for emergency purchase that will bypass workflow approvals and create purchase order	Y	Purchasing	1	
111	PO	Requisition		System routes purchase requisition for approval/notification by chart of account information (object/account code)	Y	Purchasing	1	
112	PO	Requisition		System routes purchase requisition for approval/notification by dollar amount	Y	Purchasing	1	
113	PO	Requisition		System routes purchase requisition for approval/notification by if it is a capital item	Y	Purchasing	1	
114	PO	Requisition		System allows users to cancel requisition before it is approved	Y	Purchasing	1	
115	PO	Requisition		Users can query the status of requisition and determine step in the workflow process	Y	Purchasing	1	
116	PO	Requisition		Cancelled requisitions or cancelled requisition line items release pre-encumbrance	Y	Purchasing	1	
117	PO	Purchase Order		System links purchase order to requisition	Y	Purchasing	1	
118	PO	Purchase Order		Purchase orders created for specific items	Y	Purchasing	1	
119	PO	Purchase Order		Purchase orders created for dollar allowance with vendors (blanket purchase orders)	Y	Purchasing	1	
120	PO	Purchase Order		PO automatically created after req approval based on \$ threshold	Y	Purchasing	1	
121	PO	Purchase Order		Creation of purchase order creates encumbrance	Y	Purchasing	1	
122	PO	Purchase Order		System allows for encumbrance of shipping and freight and allows user to add shipping and freight to purchase order	Y	Purchasing	1	
123	PO	Purchase Order		Shipping and freight charges distributed to accounts by line item on PO	Y	Purchasing	1	
124	PO	Purchase Order		User can attach files to purchase order at header level, files can be individually printed or printed with document	Y	Purchasing	1	
125	PO	Purchase Order		Purchase order sent to vendor through Email	Y	Purchasing	1	
126	PO	Purchase Order		Purchase order identifies requester of PO and contact information (from requisition)	Y	Purchasing	1	
127	PO	Purchase Order		Purchase order identifies alternate contact for PO (other than requester)	Y	Purchasing	1	User defined field
128	PO	Purchase Order		Purchase order prints with default contract terms based on type of purchase and commodity code	Y	Purchasing	1	
129	PO	Purchase Order		System allows purchase orders to be re-sent - system identifies re-printed purchase orders as duplicates	Y	Purchasing	1	

130	PO	Change Order		Any open purchase order can be modified by change order	Y	Purchasing	1	
131	PO	Change Order		City (department) staff only allowed to modify purchase order through change order request that goes through workflow	Y	Purchasing	1	
132	PO	Change Order		Departments can initiate request for a change to purchase order for increase quantity or amount	Y	Purchasing	1	
133	PO	Change Order		Departments can initiate request for a change to purchase order for decrease quantity or amount	Y	Purchasing	1	
134	PO	Change Order		Departments can initiate request for a change to purchase order for canceling line items	Y	Purchasing	1	
135	PO	Change Order		Departments can initiate request for a change to purchase order for canceling entire PO	Y	Purchasing	1	
136	PO	Change Order		Departments can initiate request for a change to purchase order for adding line items	Y	Purchasing	1	
137	PO	Change Order		Departments can initiate request for a change to purchase order for change of chart of account string	Y	Purchasing	1	
138	PO	Change Order		Requests to change purchase order routed through workflow	Y	Purchasing	1	
139	PO	Change Order		Request to change purchase order (for increase) pre-encumbers funds	Y	Purchasing	1	
140	PO	Change Order		Request to change purchase order (for decrease) release encumbrance when change request is approved	Y	Purchasing	1	
141	PO	Change Order		Approval of change to purchase order encumbers funds or releases encumbrance of funds	Y	Purchasing	1	
142	PO	Change Order		Printing of modified purchase order clearly labels that purchase order has been changed	Y	Purchasing	1	
143	PO	Change Order		Purchase order identifies information that was changed on header and line item	Y	Purchasing	1	
144	PO	Change Order		Revised purchase order sent to vendor through email	Y	Purchasing	1	
145	PO	Purchasing Cards	Interface	System provides automatic transfer of information from bank with purchasing card transaction details	Y	Accounts Payable	1	Assumes use of compatible import file
146	PO	Purchasing Cards	Interface	Interface with bank provides amount, vendor, MCC code, vendor name, p-card holder, date	Y	Accounts Payable	1	
147	PO	Purchasing Cards	Interface	System automatically identifies vendor based on file from bank	Y	Accounts Payable	1	
148	PO	Purchasing Cards	Interface	Any new vendor (not in vendor file) where P-card is used is added to vendor file	Y	Accounts Payable	1	
149	PO	Purchasing Cards		System allows users to identify correct account for each p-card transaction	Y	Accounts Payable	1	
150	PO	Purchasing Cards		System allows users to identify correct project (including sub-project) for each p-card transaction	Y	Accounts Payable/Project & Grant Accounting	1	
151	PO	Purchasing Cards		System allows users to identify correct contract for each p-card transaction	Y	Accounts Payable/Contract Management	1	
152	PO	Purchasing Cards		System allows users to identify correct purchase order for each p-card transaction	Y	Accounts Payable	1	
153	PO	Purchasing Cards		System allows users to identify correct NIGP commodity code for each p-card transaction	Y	Accounts Payable	1	
154	PO	Purchasing Cards		System allows upload of scanned receipt	Y	Accounts Payable	1	
155	PO	Purchasing Cards		System uses mobile camera to take photo of receipt and enter into the system	N			Pictures can be saved and attached to a PCard transaction, there is no current process to pull them directly from a mobile device
156	PO	Purchasing Cards		System allows multiple accounts for each p-card transaction	Y	Accounts Payable	1	

157	PO	Purchasing Cards		System allows user to identify p-card vendor (link to vendor file)	Y	Accounts Payable	1	
158	PO	Purchasing Cards		System records expense when p-card transaction is processed by card-holder to update account	Y	Accounts Payable	1	
159	PO	Purchasing Cards		System provides workflow approval of p-card transactions	Y	Accounts Payable	1	
160	PO	Purchasing Cards		System provides workflow approval of entire month p-card statement	Y	Accounts Payable	1	
161	PO	Contracts		Workflow approval process for establishing contract is determined by chart of accounts (example: department)	Y	Contract Management	1	With proper workflow setup
162	PO	Contracts		Workflow approval process for establishing contract is determined by type of contract	Y	Contract Management	1	With proper workflow setup
163	PO	Contracts		Workflow approval process for establishing contract is determined by dollar amount	Y	Contract Management	1	With proper workflow setup
164	PO	Contracts		Contracts can be converted to a purchase order	Y	Contract Management	1	
165	PO	Contracts		System tracks contracts without encumbering PO (for on-call vendors)	Y	Contract Management	1	
166	PO	Contracts		System allows option of encumbering value of contract or not encumbering	Y	Contract Management	1	
167	PO	Contracts		System allows encumbrances to be split across multiple fiscal years (user can identify encumbrance in each fiscal year)	Y	Contract Management	1	
168	PO	Contracts		System allows users to attach files to contract	Y	Contract Management	1	
169	PO	Contracts		System tracks required insurance, performance bonds, vendor licenses, or other requirements of contract	Y	Contract Management	1	
170	PO	Contracts		System tracks expiration dates of insurance, vendor licenses, or other contract requirements.	Y	Contract Management	1	
171	PO	Contracts		System can apply purchase orders/requisitions against contracts	Y	Contract Management	1	
172	PO	Contracts		Purchase orders encumber funds against a contract	Y	Contract Management	1	
173	PO	Contracts		The system tracks service performance against a contract (e.g., milestones and/or deliverables).	Y	Contract Management	1	
174	PO	Contracts		The system tracks and auto flag contract expiration dates with sufficient lead time to extend or re-solicit contract.	Y	Contract Management	1	
175	PO	Contracts		System tracks pricing for contract (unit prices for various items under contract)	Y	Contract Management	1	
176	PO	Contracts		System tracks performance milestones on contract	Y	Contract Management	1	
177	PO	Contracts		Contracts can track payment schedules	Y	Contract Management	1	
178	INV	Receipt of Inventory		System prepares purchase requisition for ordering inventory items	Y	Inventory	1	
179	INV	Receipt of Inventory		Purchasing system identifies inventory item and adds to inventory quantity when received / invoice processed	Y	Purchasing, Inventory	1	Users determine if an req/PO is to replenish inventory.
180	INV	Receipt of Inventory		Track donated items or other items not from purchasing system	N			
181	INV	Receipt of Inventory		System provides on-line requisition form for items in inventory (Request to use inventory item)	Y	Purchasing, Inventory	1	Item Marketplace, Requisitions
182	INV	Use of Inventory		System generates inventory use / pick ticket	Y	Inventory	1	
183	INV	Use of Inventory		System tracks item usage	Y	Inventory	1	
184	INV	Use of Inventory		User can define, by item, reorder points and reorder quantities	Y	Inventory	1	
185	INV	Track Inventory		System tracks location of inventory item by warehouse (including multiple warehouses)	Y	Inventory	1	
186	INV	Track Inventory		System tracks location by section of warehouse	Y	Inventory	1	
187	INV	Track Inventory		System provides online form to transfer inventory between warehouse	Y	Inventory	1	

188	INV	Track Inventory		System indicates stock on hand for each location	Y	Inventory	1	
189	INV	Track Inventory		System indicates stock on hand for multiple locations	Y	Inventory	1	
190	INV	Track Inventory		Identify inventory items as critical spare	Y	Inventory	1	
191	INV	Track Inventory		System calculates and allocates cost of inventory by: average price	Y	Inventory	1	
192	INV	Track Inventory		System tracks inventory used as part of work order	Y	Inventory	1	Without integrated Asset Maintenance module would require user defined field
193	AP	Invoice Approval		System fills information for invoice from purchase order	Y	Accounts Payable	1	
194	AP	Invoice Approval		System allows entering of direct claims without purchase order	Y	Accounts Payable	1	
195	AP	Invoice Approval		System provides workflow approval path for invoices from purchase orders	Y	Accounts Payable	1	
196	AP	Invoice Approval		System provides workflow approval path for Invoices without purchase orders	Y	Accounts Payable	1	
197	AP	Invoice Approval		Invoices routed through workflow for approval based on amount	Y	Accounts Payable	1	
198	AP	Invoice Approval		Invoice routed through workflow based on point of entry (entered by department vs. AP)	Y	Accounts Payable	1	
199	AP	Invoice Approval		Invoices routed through workflow for approval based on PO vs no PO	Y	Accounts Payable	1	
200	AP	Invoice Approval		Invoices routed through workflow for approval based on chart of account information	Y	Accounts Payable	1	
201	AP	Invoice Approval		Supports partial payments (partial payment of invoice)	Y	Accounts Payable	1	
202	AP	Invoice Approval		Allow payment of multiple purchase orders from one invoice	Y	Accounts Payable	1	
203	AP	Invoice Approval		Allow multiple invoices to be received and processed for one purchase order	Y	Accounts Payable	1	
204	AP	Invoice Approval		System will automatically check for and prevent duplicate invoice numbers for the same vendor (don't pay same invoices twice)	Y	Accounts Payable	1	
205	AP	Invoice Approval		System allows files to be attached in the system to the invoice (scanned image of invoice)	Y	Accounts Payable	1	Via Content Manager
206	AP	Invoice Approval		System allows payment of invoice with p-card	Y	Accounts Payable	1	
207	AP	Payment Process		After approval, schedule invoices for payment based on invoice date (example: 45 days after invoice date)	Y	Accounts Payable	1	
208	AP	Payment Process		After approval, schedule invoices for payment based on date entered by AP clerk	Y	Accounts Payable	1	
209	AP	Payment Process		After approval, schedule invoices for payment based on grouping of invoices (example: employee reimbursement)	Y	Accounts Payable	1	
210	AP	Payment Process		System will pay vendors electronically (ACH, wire transfer, etc.) using standard NACHA formats (ctx).	Y	Accounts Payable	1	
211	AP	Payment Process		The system prints checks based on regular schedule	Y	Accounts Payable	1	
212	AP	Payment Process		The system prints on-demand checks (single check printing)	Y	Accounts Payable	1	
213	AP	Payment Process		The system creates/sorts checks based upon chart of account information (example: fund or department)	Y	Accounts Payable	1	
214	AP	Payment Process		The system creates/sorts checks based upon vendor	Y	Accounts Payable	1	
215	AP	Payment Process		The system creates/sorts checks based upon payment type (employee reimbursement, one time vendors, need to route to department, etc.)	Y	Accounts Payable	1	
216	AP	Payment Process		System provides and sends electronic payment file to bank	Y	Accounts Payable	1	
217	AP	Payment Process		System sends electronic remittance advice for EFT payments to vendor through email	Y	Accounts Payable	1	
218	AP	Payment Process		System permits users to select to pay one invoice per check (issue multiple checks to one vendor in a single check run).	Y	Accounts Payable	1	
219	AP	Payment Process		System combines multiple invoice payments onto one check (issue one check for multiple invoices in a single check run)	Y	Accounts Payable	1	
220	AP	Payment Process		Enter broadcast messages which appears on all AP check stubs	Y	Accounts Payable	1	
221	AP	Payment Process		Users may enter a message for one specific vendor which appears on that specific check stub	Y	Accounts Payable	1	

222	AP	Payment Process		System provides electronic signature for check processing	Y	Accounts Payable	1	
223	AP	Payment Process		System allows more than one signature on each check	Y	Accounts Payable	1	
224	AP	Payment Process	Interface	System supports positive pay	Y	Accounts Payable	1	
225	AP	Void and Cancel		System allows user to cancel warrant and system makes all correct accounting entries to reverse payment, including contract balances	Y	Accounts Payable	1	
226	AP	Void and Cancel		System allows user to void check and re-issue replacement check	Y	Accounts Payable	1	
227	AP	Refunds		System processes refunds to one time customers	Y	Accounts Payable	1	
228	AP	Refunds	Interface	System allows upload of refund payments from other systems (Utility Billing, Parks and Rec)	Y	Accounts Payable	1	Via Invoice Import
229	AP	Vendor File	Interface	System interfaces with eProcurement Marketplace to get information on new vendors	N			
230	AP	Vendor File		Supports Parent/Child relationships for vendor records	Y	Accounts Payable	1	
231	AP	Vendor File		Maintains multiple address types	Y	Accounts Payable	1	
232	AP	Vendor File		Maintains multiple location addresses for each vendor	Y	Accounts Payable	1	
233	AP	Vendor File		Stores DBA name	Y	Accounts Payable	1	
234	AP	Vendor File		System identifies default payment remittance address	Y	Accounts Payable	1	
235	AP	Vendor File		Vendor file stores vendor payment preference (ACH or check)	Y	Accounts Payable	1	
236	AP	Vendor File		System identifies preference for electronic payments and for those indicated makes all payments electronically	Y	Accounts Payable	1	
237	AP	Vendor File		System identifies 1099 vendors	Y	Accounts Payable	1	
238	AP	Vendor File		System can accommodate certification information (minority, women owned, dba, ccb license - type & #)	Y	Accounts Payable	1	
239	AP	Vendor File		Vendor files can identify terms and conditions that are applied to purchase orders for that vendor	Y	Accounts Payable	1	
240	AP	Vendor File		System records multiple commodity (NIGP) codes to classify vendors	Y	Accounts Payable	1	
241	AP	Vendor File		Vendor file stores insurance levels information	Y	Accounts Payable	1	
242	AP	Vendor File		System identifies cumulative purchase history by vendor to identify common vendors	Y	Accounts Payable	1	
243	AP	Vendor File		Cumulative purchase history includes p-card purchases	Y	Accounts Payable	1	
244	AP	Vendor File		System identifies one time vendors - vendors set up in normal vendor file but identified as one-time vendor for easier data entry and system search functions	Y	Accounts Payable	1	
245	AP	Vendor File		System provides role security to limit department users to making only some changes /adds to vendor record (not change bank account number)	Y	Accounts Payable	1	
246	AP	Vendor File		System provides role security to limit changes to AP information on vendor file while allowing access to manage vendor contacts, insurance/certification, and performance tracking	Y	Accounts Payable	1	
247	AP	Vendor withholding		System tracks withholding information on vendors	Y	Accounts Payable	1	
248	AP	Vendor withholding		System applies withholding percentage or amount to applicable vendor payments	Y	Accounts Payable	1	
249	PO	End of Year Process		Any open purchase orders at year end can be rolled to next fiscal year	Y	Purchasing, General Ledger	1	
250	PO	End of Year Process		Any open purchase order rolled to next fiscal year can roll associated encumbered budget to next fiscal year	Y	Purchasing, General Ledger	1	
251	PO	End of Year Process		System prepares budget amendment to authorize roll of encumbered funds for next budget year	Y	Purchasing, General Ledger	1	Based on budgeting method.
252	PO	End of Year Process		Open purchase orders rolled to next year can encumber next year budget (not roll budget)	Y	Purchasing, General Ledger	1	Based on budgeting method.
253	AP	Tax Reporting		Monitors cumulative payments to 1099 vendors	Y	Accounts Payable	1	
254	AP	Tax Reporting		On-demand 1099 form generation	Y	Accounts Payable	1	
255	AP	Tax Reporting		Collects necessary information for generation of Federal 1099s at year-end (both manually and per IRS approved file) (all types of 1099)	Y	Accounts Payable	1	
256	AP	Tax Reporting	Interface	System can produce electronic file to send 1099 related forms to IRS	Y	Accounts Payable	1	

257	CA	Asset Acquisition		System is used to track capitalized items	Y	Capital Assets	1	
258	CA	Asset Acquisition		System is used to track non-capitalized items	Y	Capital Assets	1	
259	CA	Asset Acquisition		Asset can have multiple account distributions (including multiple funds)	Y	Capital Assets	1	
260	CA	Asset Acquisition		System accommodates parent child relationships for assets	Y	Capital Assets	1	
261	CA	Asset Acquisition		System must link component units (parent/child relationship) whereby each component maintains its own financial and historical information and depreciable life.	Y	Capital Assets	1	
262	CA	Asset Acquisition		System is able to copy an asset record to create a similar asset record	Y	Capital Assets	1	
263	CA	Asset Acquisition		System can import new assets from spreadsheet or other data file	Y	Capital Assets	1	
264	CA	Asset Acquisition		If asset is replacement of other asset, it references old asset	Y	Capital Assets	1	
265	CA	Asset Acquisition		Asset tracks expiration date of asset	Y	Capital Assets	1	
266	CA	Asset Acquisition		Asset tracks warranty information on asset	Y	Capital Assets	1	
267	CA	Asset Acquisition		Assets identify custodian for asset (employee linked to asset) (example: cell phone identifies user)	Y	Capital Assets	1	
268	CA	Asset Acquisition		System links capital asset to purchase requisition, purchase order, and accounts payable transaction	Y	Capital Assets	1	
269	CA	Asset Acquisition	Interface	ERP system stores GIS information on asset or links to City GIS system for all infrastructure / facility assets	Y	Capital Assets	1	
270	CA	Asset Acquisition		System is able to identify/record all capitalize costs associated with the construction or purchase/acquisition of an asset (from project accounting)	Y	Capital Assets	1	
271	CA	Asset Acquisition		System allows users to identify/classify costs as capitalized costs / non capitalized costs	Y	Capital Assets	1	
272	CA	Asset Acquisition		System can recognize fixed/capital assets when they are completed, regardless of whether the project has been completed/closed	Y	Capital Assets	1	
273	CA	Asset Management	Interface	System interfaces with third party asset management system to allow shared asset file and detailed asset management transactions in third party system	N			
274	PG	Project Capitalization		System will move a project to Capital Assets but allow for any subsequent expenditures to be charged to that project.	Y	Project & Grant Accounting	1	
275	PG	Project Capitalization		Transfers construction-in-progress accounts to capital asset accounts at project close or completion	Y	Project & Grant Accounting	1	
276	PG	Project Capitalization		One project can be converted into multiple assets	Y	Project & Grant Accounting	1	
277	CA	Asset Acquisition		System used to store leased assets	Y	Project & Grant Accounting	1	
278	CA	Asset Acquisition		System records financial transactions as required by GASB 87 for all leased assets	Y	Project & Grant Accounting	1	
279	CA	Asset Management		System interface to third party asset management system	Y	Project & Grant Accounting	1	Imports/Exports
280	CA	Depreciation		System automatically calculate depreciation in accordance with the depreciation method and convention designated for an asset	Y	Capital Assets	1	
281	CA	Depreciation		Depreciation calculated by month or by year	Y	Capital Assets	1	
282	CA	Depreciation		System calculates pro-rated depreciation for assets sold or acquired mid-year or mid-month / mid-year.	Y	Capital Assets	1	When an asset is retired the system will depreciate up to the month of retirement. Mid Month is not supported, only full months of depreciation can be taken.
283	CA	Depreciation		System can designate some assets as non-depreciable (i.e., land, assets not in use)	Y	Capital Assets	1	
284	CA	Physical Inventory		System produces asset list by department for physical inventory	Y	Capital Assets	1	

285	CA	Physical Inventory		System produces asset list by location for physical inventory	Y	Capital Assets	1	
286	CA	Physical Inventory		Departments validate assets are present	Y	Capital Assets	1	
287	CA	Physical Inventory		System produces asset list of non-capitalized assets by department	Y	Capital Assets	1	
288	CA	Disposal		Upon disposal, system calculate partial period depreciation and generate appropriate profit/loss calculation	Y	Capital Assets	1	
289	CA	Disposal		System tracks reason for disposal	Y	Capital Assets	1	
290	CA	Disposal		System stores information on disposed assets	Y	Capital Assets	1	
291	CA	Disposal		System provides workflow approval/notification for disposed assets	Y	Capital Assets	1	
292	CA	Disposal		Disposal tracks revenue from disposal on asset	Y	Capital Assets	1	
293	AR	Miscellaneous Billing		Departments will use system to create invoices for various charges	Y	Accounts Receivable, General Billing	1	
294	AR	Miscellaneous Billing		System allows users to create invoices for each type by entering dollar amount	Y	Accounts Receivable, General Billing	1	
295	AR	Miscellaneous Billing		System allows users to create invoices for each type by entering non-financial parameter and having system calculate appropriate fees according to pre-defined business rules	Y	Accounts Receivable, General Billing	1	
296	AR	Miscellaneous Billing		System generates statement with due invoices	Y	Accounts Receivable, General Billing	1	
297	AR	Miscellaneous Billing		Invoice prints with statement balance information	Y	Accounts Receivable, General Billing	1	
298	AR	Recurring Billing		System accommodates recurring invoices (regular invoices to occur at set dates or duration) (example: rent)	Y	Accounts Receivable, General Billing	1	
299	AR	Recurring Billing		System allows recurring invoices to be set up to handle invoices scheduled at set dates for same amount	Y	Accounts Receivable, General Billing	1	
300	AR	Recurring Billing		System allows recurring invoices to be set up to handle invoices scheduled at set dates for different amounts	Y	Accounts Receivable, General Billing	1	
301	AR	Recurring Billing		System saves templates for generating invoices (different template for each AR type)	Y	Accounts Receivable, General Billing	1	
302	AR	Receivable Tracking		System generates accounts receivable transaction for invoices	Y	Accounts Receivable, General Billing	1	
303	AR	Receivable Tracking		System provides receivable tracking and aging reporting capabilities	Y	Accounts Receivable, General Billing	1	
304	AR	Aging		System stores schedule of penalties and interest to apply to open receivables	Y	Accounts Receivable, General Billing	1	
305	AR	Aging		Penalties can be applied (or not applied) by type of receivable	Y	Accounts Receivable, General Billing	1	
306	AR	Aging		Penalties can be flat fee amounts	Y	Accounts Receivable, General Billing	1	
307	AR	Aging		Penalties can be percentage of original amount	Y	Accounts Receivable, General Billing	1	
308	AR	Aging		Interest charges can be applied monthly	Y	Accounts Receivable, General Billing	1	
309	AR	Point of Sale		System records payments for point of sale items (no invoices)	Y	Accounts Receivable, General Billing, Cashiering	1	
310	AR	Point of Sale		System records payments against open receivables	Y	Accounts Receivable, General Billing, Cashiering	1	
311	AR	Point of Sale		System applies sales tax to point of sale transactions	Y	Accounts Receivable, General Billing, Cashiering	1	
312	AR	Point of Sale		System provides customer receipt	Y	Accounts Receivable, General Billing, Cashiering	1	

313	AR	Point of Sale		System records payments with cash, credit, check	Y	Accounts Receivable, General Billing, Cashiering	1	
314	AR	Point of Sale	Interface	Credit card transactions are PCI compliant	Y	Accounts Receivable, General Billing, Cashiering	1	
315	AR	Point of Sale		System provides web payment option for open receivables	Y	Accounts Receivable, General Billing, Cashiering	1	
316	AR	Payment Receipt		System generates deposit slip	Y	Accounts Receivable, General Billing	1	
317	AR	Payment Receipt		System routes deposit slip for workflow approval	Y	Accounts Receivable, General Billing	1	
318	AR	Payment Receipt		System applies one payment to multiple receivables / point of sale transactions	Y	Accounts Receivable, General Billing	1	
319	AR	Payment Receipt		System allows using multiple payment types to pay for one invoice (example: cash and credit card)	Y	Accounts Receivable, General Billing	1	
320	AR	Payment Receipt		Automatically generate general ledger distribution entries needed to record receipts	Y	Accounts Receivable, General Billing	1	
321	AR	Customer File		Single customer master is used for all receivables in the system	Y	Accounts Receivable, General Billing	1	
322	AR	Create Receivable		System creates receivable for all general billing	Y	Accounts Receivable, General Billing	1	
323	AR	Create Receivable		System allows user to create receivable manually for bill generated outside system	Y	Accounts Receivable, General Billing	1	
324	AR	Create Receivable	Interface	System allows for import of receivables (aggregate) from bills generated from external system (utility bill, permits, etc.)	Y	Accounts Receivable, General Billing	1	
325	AR	Cash Management	Interface	System allows import of daily bank activity and balances and reconciles to recorded receipts and disbursements	Y	Cash Management	1	
326	AR	Cash Management		System reconciles both cash/check transactions as well as credit card payments with potential lag in posting date	Y	Cash Management	1	
327	AR	Cash Management		System reconciles cleared checks	Y	Cash Management	1	
328	AR	Cash Management		System provides cash flow forecasts projecting outstanding payable, outstanding receivables, recurring payments, and current position	Y	Cash Management	1	
329	AR	Cash Management		System manages multiple bank accounts	Y	Cash Management	1	
330	AR	Cash Management		System manages pooled cash where all funds share cash account and utilize due to / due from accounts	Y	Cash Management	1	
331	POS	Payment Receipt	Interface	Interface with city IVR system to accept phone payments.	Y	Accounts Receivable, General Billing, IVR Toolkit	1	Assuming use of supported formats - IVR toolkit needed
332	POS	Payment Receipt		System records payments against open receivables	Y	Accounts Receivable, General Billing	1	
333	POS	Payment Receipt	Interface	System records payments for point of sale transactions	Y	Accounts Receivable, General Billing, Cashiering	1	
334	POS	Payment Receipt		System allows decentralized cash receipting	Y	Accounts Receivable, General Billing, Cashiering	1	
335	POS	Payment Receipt		System generates deposit slip	Y	Accounts Receivable, General Billing, Cashiering	1	
336	POS	Payment Receipt		System routes deposit slip for workflow approval	Y	Accounts Receivable, General Billing, Cashiering	1	

337	POS	Payment Receipt		System applies one payment to multiple receivables / point of sale transactions	Y	Accounts Receivable, General Billing, Cashiering	1	
338	POS	Payment Receipt		System allows using multiple payment types to pay for one invoice (example: cash and credit card)	Y	Accounts Receivable, General Billing, Cashiering	1	
339	POS	Payment Receipt		Automatically generate general ledger distribution entries needed to record receipts	Y	Accounts Receivable, General Billing, Cashiering	1	
340	POS	Position Structure		All positions are tied to job classification	Y	HR & Talent Management, Payroll w/ ESS	2	
341	POS	Position Structure		System allows multiple positions in each job classification	Y	HR & Talent Management, Payroll w/ ESS	2	
342	POS	Position Structure		Each position identified by unique position control number	Y	HR & Talent Management, Payroll w/ ESS	2	
343	POS	Position Structure		Positions tied to funding source / chart of account information	Y	HR & Talent Management, Payroll w/ ESS	2	
344	POS	Position Structure		Positions identify FTE and headcount limit	Y	HR & Talent Management, Payroll w/ ESS	2	
345	POS	Position Structure		System allows split funded position (funded from multiple accounts/departments/programs)	Y	HR & Talent Management, Payroll w/ ESS	2	
346	POS	Position Structure		System stores default schedule for each position / job classification	Y	HR & Talent Management, Payroll w/ ESS	2	
347	POS	Position Structure		Security permission tied to position / role	Y	HR & Talent Management, Payroll w/ ESS	2	
348	POS	Position Structure		Security permission default based on position	Y	HR & Talent Management, Payroll w/ ESS	2	
349	POS	Position Control		System requires each regular employee to be placed in a position	Y	HR & Talent Management, Payroll w/ ESS	2	
350	POS	Position Control		One employee can have multiple positions	Y	HR & Talent Management, Payroll w/ ESS	2	
351	POS	Position Control		System can set FTE limit for position (not always 1)	Y	HR & Talent Management, Payroll w/ ESS	2	
352	POS	Position Control		System prevents FTE limit from being exceeded without proper approval	Y	HR & Talent Management, Payroll w/ ESS	2	
353	POS	Position Control		System prevents headcount limit from being exceeded without proper approval	Y	HR & Talent Management, Payroll w/ ESS	2	
354	POS	Position Structure		System allows for position reclassification (moving position to different classification)	Y	HR & Talent Management, Payroll w/ ESS	2	

355	POS	Position Structure		System tracks job classification assigned to each position and history of job classification assigned to each position as well as incumbent history for the position.	Y	HR & Talent Management, Payroll w/ ESS	2	
356	POS	Position Structure		System identifies supervisor for position	Y	HR & Talent Management, Payroll w/ ESS	2	
357	POS	Position Structure		System shows org-chart with current incumbent	Y	HR & Talent Management, Payroll w/ ESS	2	
358	POS	Position Structure		Job classification to identify union / non-union	Y	HR & Talent Management, Payroll w/ ESS	2	
359	HR	Employee Master		Employee file for each employee stored in the system and available to users based on security access	Y	HR & Talent Management, Payroll w/ ESS	2	
360	HR	Employee Master		Security access to employee file set on individual components of the employee file	Y	HR & Talent Management, Payroll w/ ESS	2	
361	HR	Employee Master		System allows documents to be scanned and attached to employee records	Y	HR & Talent Management, Payroll w/ ESS	2	
362	HR	Employee Master		System records equipment issued to each employee such as items that would need to be returned upon termination	Y	HR & Talent Management, Payroll w/ ESS	2	
363	HR	Employee Master		System records equipment issued to each employee such as items that have been issued to employee (example: uniform)	Y	HR & Talent Management, Payroll w/ ESS	2	
364	HR	Certifications		System tracks employee certifications	Y	HR & Talent Management, Payroll w/ ESS	2	
365	HR	Certifications		System notifies employee, supervisor, other of expiring certifications	Y	HR & Talent Management, Payroll w/ ESS	2	
366	HR	Certifications		System tracks ongoing certification compliance (training credits/CEUs)	Y	HR & Talent Management, Payroll w/ ESS	2	
367	HR	Certifications		Track required training based on job classifications	Y	HR & Talent Management, Payroll w/ ESS	2	
368	HR	Personnel Actions		Departments enter personnel actions directly into the system for workflow approval	Y	HR & Talent Management, Payroll w/ ESS	2	
369	HR	Personnel Actions		Each personnel action type can have different workflow approval type	Y	HR & Talent Management, Payroll w/ ESS	2	
370	HR	Personnel Actions		System effective dates employee transactions (example: add employee, remove employee, promote, etc.)	Y	HR & Talent Management, Payroll w/ ESS	2	
371	HR	Personnel Actions		All personnel actions can be effective dated forward or backward	Y	HR & Talent Management, Payroll w/ ESS	2	
372	HR	Personnel Actions		System maintains history of all personnel actions including maintaining all attachments for individual personnel actions.	Y	HR & Talent Management, Payroll w/ ESS	2	

373	HR	Personnel Actions		Upon approval of the personnel action and effective date reached, changes are automatically made to the employee record.	Y	HR & Talent Management, Payroll w/ ESS	2	
374	HR	Personnel Actions		For personnel actions that require notification to be sent to third party (benefit changes, name change, etc.), system provides notification.	N			
375	HR	Personnel Actions		System allows personnel actions and salary changes at any date (mid pay period) and prorates changes correctly.	Y	HR & Talent Management, Payroll w/ ESS	2	
376	HR	New Hire	Interface	Interface to NeoGov to transfer information for new hire (from information provided during recruiting process)	Y	HR & Talent Management, Payroll w/ ESS	2	Assuming use of Excel export from position
377	HR	New Hire	Interface	System/NeoGov initiates new hire personnel action	Y	HR & Talent Management, Payroll w/ ESS	2	Munis offers a customizable XML Applicant Import as part of our Recruiting module which can import Applicants, or our customizable flat file or Excel Hire Import can be used to create New Hire personnel actions.
378	HR	New Hire		System provides new hire check list which includes notification of various City departments of pending tasks	Y	HR & Talent Management, Payroll w/ ESS	2	
379	HR	New Hire		System tracks completion of important tasks in hiring process (on boarding checklist).	Y	HR & Talent Management, Payroll w/ ESS	2	
380	HR	New Hire		System tracks different checklist based on job classification	Y	HR & Talent Management, Payroll w/ ESS	2	
381	HR	New Hire		System tracks dates for items in checklist	Y	HR & Talent Management, Payroll w/ ESS	2	
382	HR	New Hire		System tracks different checklist based on department/division	Y	HR & Talent Management, Payroll w/ ESS	2	
383	HR	New Hire		System provides online onboarding experience for new employees	Y	HR & Talent Management, Payroll w/ ESS	2	
384	HR	New Hire		Provides self-service for initial enrollment in benefits	Y	HR & Talent Management, Payroll w/ ESS	2	
385	HR	New Hire		Provides self-service for on-line completion and auto processing of W-4 form to payroll.	Y	HR & Talent Management, Payroll w/ ESS	2	
386	HR	New Hire		Provides self-service for on-line completion of direct deposit for payroll	Y	HR & Talent Management, Payroll w/ ESS	2	
387	AP/Payroll	Employee Reimbursement		All employees have access to submit reimbursement for expenses	Y	Accounts Payable	2	
388	AP/Payroll	Employee Reimbursement		System identifies any reimbursements that are taxable for inputted income	Y	Accounts Payable	2	
389	AP/Payroll	Employee Reimbursement		Employees enter pre-travel reimbursement request through self-service (prior to travel)	Y	Accounts Payable	2	

390	AP/Payroll	Employee Reimbursement		Pre-Travel reimbursement request is routed through workflow for approval (prior to travel)	Y	Accounts Payable	2	
391	AP/Payroll	Employee Reimbursement		Employee uploads images of actual receipts to self service	Y	Accounts Payable	2	
392	AP/Payroll	Employee Reimbursement		Employee uploads training/conference agenda	Y	Accounts Payable	2	
393	AP/Payroll	Employee Reimbursement		System calculates per diem charges based on location and duration of travel	Y	Accounts Payable	2	
394	AP/Payroll	Employee Reimbursement		System routes travel reimbursement request to supervisor through workflow	Y	Accounts Payable	2	
395	AP/Payroll	Employee Reimbursement		System allows employee to enter account number to employee reimbursement request	Y	Accounts Payable	2	
396	BEN	Benefit Eligibility		System tracks available benefit plans and which employee job classification (and status) are available for each	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
397	BEN	Benefit Eligibility		System automatically determines employee eligibility by employee status (full time vs. not full time)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
398	BEN	Benefit Eligibility		System automatically determines employee eligibility by work group (one bargaining unit may be in different plan)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
399	BEN	Benefit Eligibility		System places employee in default benefit based on work group	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
400	BEN	Benefit Eligibility		When employee changes positions, system prompts users for any change in benefit eligibility	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
401	BEN	Benefit Set Up		System maintains multiple benefit plans	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
402	BEN	Benefit Set Up		Benefit premium amount differs by job classification/bargaining unit/work group	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
403	BEN	Benefit Set Up		System tracks benefits and manages payroll deductions for benefits for employees	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
404	BEN	Benefit Set Up		Enrolling employee in benefit plan automatically sets payroll deductions	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
405	BEN	Benefit Set Up		Benefit premium amount differs by employee election (tiers)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
406	BEN	Enrollment		Creation of Hire/Rehire action is able to open New Hire Enrollment in Self Service for a pre-determined period of time.	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	

407	BEN	Enrollment		System manages employee dependents	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
408	BEN	Enrollment		System tracks history of all dependents changes	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
409	BEN	Enrollment		Employees provided set amount for benefits based on job classification / employee group	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
410	BEN	Enrollment		Some benefits are required (others optional)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
411	BEN	Deductions		Benefit deductions to occur for each pay period	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
412	BEN	Deductions		Benefit deductions to occur for 1st pay period of the month	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
413	BEN	Deductions		Benefit deductions to occur for 2nd pay period of the month	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
414	BEN	Deductions		Benefit deductions to occur for 3rd pay period of the month	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
415	BEN	Deductions		Benefit deductions to occur for off cycle pay cycles	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
416	BEN	Deductions		System allows user to select each period individually (example: 1st and 2nd of month, but not 3rd.)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
417	BEN	Deductions		System deducts employer paid amount and transfers funds to internal service funds	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
418	BEN	Deductions		Deduction rate can be set as a flat amount	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
419	BEN	Deductions		Deduction amount/rate can be set as a percentage of eligible pay (not all pay code types would be eligible)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	

420	BEN	Deductions		System tracks maximum deduction amounts and tracks deduction totals against maximum allowed per pay period	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
421	BEN	Deductions		System tracks maximum deduction amounts and tracks deduction totals against maximum allowed per year	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
422	BEN	Deductions		System tracks accumulated payments across multiple plans when comparing against a maximum amount	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
423	BEN	Deductions		System tracks limit to deductions by year (System automatically stops taking deduction after limit is reached)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
424	BEN	Deductions		System will provide invoice to employees with deductions and garnishments greater than compensation	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
425	BEN	Deductions		System will alert and track for employees with net pay less than benefit deductions	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
426	BEN	Deductions		Deductions and garnishments can be prioritized	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
427	BEN	Deductions		System prepares payment to third party for all deductions that were collected	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
428	BEN	Benefit Plan Administration		System allows all changes to benefit plans, rates, and eligibility be made through effective dating	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
429	BEN	Benefit Plan Administration		System allows changes in premium amounts to be made with effective dating	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
430	BEN	Benefit Plan Administration		System track history of benefit elections	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
431	BEN	COBRA		System generates COBRA notification letter	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
432	BEN	Benefit Plan Administration	Interface	System provides interface to update benefit carriers of change in enrollment, status, dependents, or other required information	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	

433	BEN	Benefit Plan Administration		System provides benefit reconciliation to compare provider billing to deductions	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
434	BEN	Self Service		System allows web portal for employees to select benefit options for initial and open enrollment, including the option to waive coverage	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
435	BEN	Self Service		System provides web portal for employees to update benefit elections for qualifying life events	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
436	BEN	Self Service		System determines employee eligibility and only offers eligible benefit packages to employees through self service	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
437	BEN	Self Service		Open enrollment indicates employee's current selection (for previous year)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
438	BEN	Self Service		Employees using self-service for open enrollment can re-select all benefit elections	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
439	BEN	Self Service		Employees using self-service for open enrollment can confirm existing benefit elections (selections from previous year are carried over)	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
440	BEN	Self Service		Employees not entering self-service for open enrollment have previous selections applied to next year	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
441	BEN	Self Service		System identifies employees that have not yet re-enrolled and provides notification to RISK and/or employee	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
442	BEN	Self Service		Employees can make changes to dependents through self-service:	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
443	BEN	Self Service		Any benefit changes made through self-service are routed through workflow for approval	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
444	BEN	Self Service		Employees are able to attach documentation if necessary to benefit elections, dependent information, or qualifying life events (example: birth certificate), including documentation if Waiving coverage	Y	Recruiting,HR & Talent Management, Payroll w/Employee Access	2	
445	TE	Time Entry		Employees can enter time in system by punch-in, punch-out	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
446	TE	Time Entry		Employees punch out for breaks and system calculates deducts break time from total hours worked	Y	Time & Attendance	2	

447	TE	Time Entry		System allows City to determine rounding rules and tolerances for punch in/out vs. schedule and for breaks (example: round total hours to nearest quarter hour vs. round punch in/out to nearest quarter hour).	Y	Time & Attendance	2	Utilize rounding policies - can round with 5, 6, 15, 30, or 60 minute increments. Hillary Jarvis
448	TE	Time Entry		Employees can enter time in system by exception based hours entry (against pre-defined schedule)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
449	TE	Time Entry		Employees can enter time in system by hours worked per day	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
450	TE	Time Entry		Employees can enter time for regular hours (default allocation)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
451	TE	Time Entry		Employees can enter time for projects by overriding the default earnings distribution	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
452	TE	Time Entry		Employees in multiple positions can enter time against each position	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
453								
454	TE	Scheduling		System stores default schedule for each position/job classification.	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
455	TE	Scheduling		System allows for multiple unique schedules (4/10, 5/40, 9/80)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
456	TE	Scheduling		System stores multiple schedules that can be applied to individual position / employee	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
457	TE	Scheduling		Positions have option of repeating weekly, bi-weekly, or monthly	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
458	TE	Scheduling		Supervisors able to view report/dashboard showing scheduled hours vs. actual hours worked	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
459	TE	Leave Request		Employees request leave through system and initiate workflow approval to supervisor	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
460	TE	Leave Request		Approved and pending leave tracked by department (or other org unit) on shared calendar to identify staffing gaps	Y	Time & Attendance/Advanced Scheduling		Would need to utilized AS minimum staffing.

461	TE	Leave Request		System validates that employee will have sufficient earned leave for request	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
462	TE	Leave Request		System allows employee to have negative leave balance	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
463	TE	Leave Request		System tracks leave earned, leave taken, and leave planned as part of leave balance (planned = approved, but not yet taken)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
464	TE	Time Sheet Approval		System requires that employees certify / sign off on timesheet as part of submittal process	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
465	TE	Time Sheet Approval		System provides workflow for review and approval of timesheets with ability to activate notifications.	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
466	TE	Time Sheet Approval		Allow for supervisory approval of time on a pay period basis	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
467	TE	Time Sheet Approval		System supports multiple approvals for timesheets or individual timesheet	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
468	TE	Time Sheet Approval		System allows for the workflow approval of vacation or requests of time off	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
469	TE	Time Sheet Approval		For employees in multiple positions, timesheet is route to supervisor of each position	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
470	TE	Time Sheet Validation		Business rules in timesheet automatically apply correct: Shift differential (if 50% of shift is worked in shift then whole shift gets the rate. If not, it is the proportion of the shift that gets the rate).	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
471	TE	Time Sheet Validation		Business rules in timesheet automatically apply correct: Overtime	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
472	TE	Time Sheet Validation		Overtime rules can identify type of hours to track for overtime calculation (hours worked, all hours (work and leave)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
473	TE	Time Sheet Validation		Business rules for timesheets can vary by employee type, earnings program, and/or work group	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	

474	TE	Time Sheet Validation		System alerts if employees have recorded zero hours	Y	Time & Attendance	2	Displayed on employee time maintenance screen and can use zero total hours report.
475	TE	Time Sheet Validation		System compares FLSA OT vs. bargaining unit/City practice OT calculation and pays employee greater of two	N			System can calculate Overtime based on policies, but does not pay based on greater total.
476	TE	Time Sheet Approval		System provides approver the ability to track the status of timesheets of employees that report to the approver.	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
477	PAY	Salary Administration		System supports step (longevity) and grade (job classification/type) salary structure	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
478	PAY	Salary Administration		System supports salary range (employee salary falls between min and max)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
479	PAY	Salary Administration		Changes to employee salary made by effective dating and can occur at any day of the pay period (system prorates changes)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
480	PAY	Salary Administration		System supports mass change for COLA on step grade and/or salary ranges	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
481	PAY	Salary Administration		Changes to salary tables made through effective dating	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
482	PAY	Salary Administration		System identifies employees working out of class and applies out of class rate (rate is same as higher class)	Y	HR & Talent Management, Payroll, Enterprise Time & Attendance	2	
483	PAY	Payroll Processing		Payroll process bi-weekly	Y	HR & Talent Management, Payroll w/ Employee Access	2	
484	PAY	Payroll Processing		System will process pay for one employee with multiple jobs and employee will receive one paycheck	Y	HR & Talent Management, Payroll w/ Employee Access	2	
485	PAY	Payroll Processing		System will run pay, deduction, withheld taxes, and net pay calculations as a "proof" run for review prior to final pay run.	Y	HR & Talent Management, Payroll w/ Employee Access	2	
486	PAY	Payroll Processing		System will cut special or immediate (on-demand) checks.	Y	HR & Talent Management, Payroll w/ Employee Access	2	

487	PAY	Payroll Processing		System allows posting new adjustments/corrections for a prior period for tax reporting (overrides)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
488	PAY	Garnishments		System records garnishments on employee and can accommodate multiple garnishments with priority order	Y	HR & Talent Management, Payroll w/ Employee Access	2	
489	PAY	Garnishments		Garnishments calculated as percentage of disposable income	Y	HR & Talent Management, Payroll w/ Employee Access	2	
490	PAY	Garnishments		Garnishments withheld and paid to appropriate agency/organization through accounts payable (integration between garnishment and accounts payable)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
491	PAY	Special Pay		System supports rates for special pays, shift differentials, and other add to pays	Y	HR & Talent Management, Payroll w/ Employee Access	2	
492	PAY	Special Pay		System calculates add-to-pays and special pay amounts every pay period	Y	HR & Talent Management, Payroll w/ Employee Access	2	
493	PAY	Special Pay		Special pay/add-to-pay is calculated as flat amount	Y	HR & Talent Management, Payroll w/ Employee Access	2	
494	PAY	Special Pay		Special pay/add-to-pay is calculated as an hourly amount.	Y	HR & Talent Management, Payroll w/ Employee Access	2	
495	PAY	Special Pay		Special pay/add-to-pay is calculated as percentage of eligible pay (identify eligible pay for each special pay by pay code)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
496	PAY	Special Pay		System automatically applies imputed income for employees receiving non-cash benefits	Y	HR & Talent Management, Payroll w/ Employee Access	2	
497	PAY	Special Pay		System identifies pensionable earnings vs. non-pensionable earnings.	Y	HR & Talent Management, Payroll w/ Employee Access	2	
498	PAY	Holiday Pay		System pays out holiday pay equal to the number of hours the employees was scheduled to work on the holiday	Y	HR & Talent Management, Payroll w/ Employee Access	2	
499	PAY	Holiday Pay		System pays employees who work on the holiday at rate of 1.5X regular earnings.	Y	HR & Talent Management, Payroll w/ Employee Access	2	

500	PAY	Holiday Pay		The City can determine which leave types (sick, vacation, etc.) count towards hours worked for overtime calculations.	Y	HR & Talent Management, Payroll w/ Employee Access	2	
501	PAY	FMLA		System stop or reinstate accruals when employee on FMLA or other leave (as applicable to policy)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
502	PAY	Leave Accruals		System tracks multiple types of leave for each employee	Y	HR & Talent Management, Payroll w/ Employee Access	2	
503	PAY	Leave Accruals		Leave eligibility determined by bargaining unit and job classification	Y	HR & Talent Management, Payroll w/ Employee Access	2	
504	PAY	Leave Accruals		Leave earned as accrual rate	Y	HR & Talent Management, Payroll w/ Employee Access	2	
505	PAY	Leave Accruals		System tracks comp time for employees	Y	HR & Talent Management, Payroll w/ Employee Access	2	
506	PAY	Leave Accruals		Comp time can be earned at rate equal to 1.5 time hours worked (1 hour of overtime worked = 1.5 hours of comp time). Need to be able to calculate any other rate other than 1:1	Y	HR & Talent Management, Payroll w/ Employee Access	2	
507	PAY	Leave Accruals		Leave balances can be set to roll over depending on leave type at end of anniversary year	Y	HR & Talent Management, Payroll w/ Employee Access	2	
508	PAY	Leave Accruals		Leave balances can be set to roll over depending on leave type at end of calendar year	Y	HR & Talent Management, Payroll w/ Employee Access	2	
509	PAY	Leave Accruals		Leave balances can be set to roll over depending on leave type at end of specified date	Y	HR & Talent Management, Payroll w/ Employee Access	2	
510	PAY	Leave Accruals		Leave balances can be set to not roll over depending on leave type at end of anniversary year	Y	HR & Talent Management, Payroll w/ Employee Access	2	
511	PAY	Leave Accruals		Leave balances can be set to not roll over depending on leave type at end of calendar year	Y	HR & Talent Management, Payroll w/ Employee Access	2	
512	PAY	Leave Accruals		Leave balances can be set to not roll over depending on leave type at end of specified date	Y	HR & Talent Management, Payroll w/ Employee Access	2	

513	PAY	Leave Accruals		Balances can be capped at maximum amount at any time	Y	HR & Talent Management, Payroll w/ Employee Access	2	
514	PAY	Leave Accruals		Balances can be capped at maximum amount at anniversary date	Y	HR & Talent Management, Payroll w/ Employee Access	2	
515	PAY	Leave Accruals		Balances can be capped at maximum amount on specified date	Y	HR & Talent Management, Payroll w/ Employee Access	2	
516	PAY	Leave Accruals		Balances can be capped at maximum amount at end of calendar year	Y	HR & Talent Management, Payroll w/ Employee Access	2	
517	PAY	Leave Accruals		Balances can be capped at fixed amount	Y	HR & Talent Management, Payroll w/ Employee Access	2	
518	PAY	Leave Accruals		All leave balances are printed on pay stub	Y	HR & Talent Management, Payroll w/ Employee Access	2	
519	PAY	Leave Accruals		System allows user to have negative leave balance	Y	HR & Talent Management, Payroll w/ Employee Access	2	
520	PAY	Leave Accruals		System allows comp time to be earned up to limit	Y	HR & Talent Management, Payroll w/ Employee Access	2	
521	PAY	Leave Accruals		If comp limit is reached, employee forced to take overtime payments	Y	HR & Talent Management, Payroll w/ Employee Access	2	
522	PAY	Leave Accruals		System reports current amount of leave liability for the City	Y	HR & Talent Management, Payroll w/ Employee Access	2	
523	PAY	FMLA		System tracks FMLA on rolling 12 month calendar	Y	HR & Talent Management, Payroll w/ Employee Access	2	
524	PAY	FMLA		System accommodates forward and backward rolling calendars	Y	HR & Talent Management, Payroll w/ Employee Access	2	
525	PAY	FMLA		System tracks multiple leave periods (multiple FMLA and OFLA periods within rolling calendar)	Y	HR & Talent Management, Payroll w/ Employee Access	2	

526	PAY	FMLA		System allows employees to take FMLA/CFRA leave and sick leave (or other leave type) at the same time	Y	HR & Talent Management, Payroll w/ Employee Access	2	
527	PAY	FMLA		System tracks FMLA/CFRA leave taken intermittently (example: FMLA leave taken every other day of leave period)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
528	PAY	FMLA		System provides workflow for notification and approval of FMLA leave	Y	HR & Talent Management, Payroll w/ Employee Access	2	Workflow is all or none but would be generated in this situation
529	PAY	Risk		System calculates and pays employees earning workers comp benefit the "make whole" difference to salary	N			May be possible based on pay type set up. EERP does not have a specific "make whole" functionality but this may be able to be handled through a pay type calc code, would need more information to confirm.
530	PAY	Self Service		Employees can use self service to view compensation package	Y	HR & Talent Management, Payroll w/ Employee Access	2	
531	PAY	Self Service		Employees can use self service to view W-2, including history	Y	HR & Talent Management, Payroll w/ Employee Access	2	
532	PAY	Self Service		Employees can use self-service to view W-4	Y	HR & Talent Management, Payroll w/ Employee Access	2	
533	PAY	Self Service		System meets federal and state requirements for accepting online W-4. System must support state withholding	Y	HR & Talent Management, Payroll w/ Employee Access	2	
534	PAY	Self Service		Employees can use self-service to view pay stub	Y	HR & Talent Management, Payroll w/ Employee Access	2	
535	PAY	Self Service		Employees can use self-service to view pay history	Y	HR & Talent Management, Payroll w/ Employee Access	2	
536	PAY	Self Service		Employees can use self-service to view leave balances	Y	HR & Talent Management, Payroll w/ Employee Access	2	

537	PAY	Self Service		Provides self-service for on-line completion or update of direct deposit for payroll	Y	HR & Talent Management, Payroll w/ Employee Access	2	
538	PAY	Self Service		All changes made by employees via the self-service module are routed to the appropriate approver/supervisor for review and approval via workflow before the change is posted.	Y	HR & Talent Management, Payroll w/ Employee Access	2	
539	PAY	Retro Pay		Retro pay calculation used to back date and correct for personnel actions	Y	HR & Talent Management, Payroll w/ Employee Access	2	
540	PAY	Retro Pay		Retro pay calculation used to back date and correct for salary step/grade changes	Y	HR & Talent Management, Payroll w/ Employee Access	2	
541	PAY	Retro Pay		Retro pay calculation used to back date and correct for corrections to errors	Y	HR & Talent Management, Payroll w/ Employee Access	2	
542	PAY	Retro Pay		Retro pay calculation used to back date and correct for changes to timesheet	Y	HR & Talent Management, Payroll w/ Employee Access	2	
543	PAY	Retro Pay		Retro pay calculation used to back date and correct for back pay	Y	HR & Talent Management, Payroll w/ Employee Access	2	
544	PAY	Retro Pay		Retro pay will automatically correct salary amounts	Y	HR & Talent Management, Payroll w/ Employee Access	2	
545	PAY	Retro Pay		Retro pay will automatically correct tax deductions (additional income tax withheld)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
546	PAY	Retro Pay		Retro pay will calculate benefit deductions	Y	HR & Talent Management, Payroll w/ Employee Access	2	Deductions are only impacted if they are a result of a pay change
547	PAY	Retro Pay		Retro pay will calculate garnishments	Y	HR & Talent Management, Payroll w/ Employee Access	2	
548	PAY	Retro Pay		Retro pay will automatically correct FLSA Calculations (Overtime)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
549	PAY	Retro Pay		Retro pay will automatically correct leave balances	N			
550	PAY	Retro Pay		System will retain previous salary and hours and days worked data and effective dates for use when calculating retroactive pay adjustments	Y	HR & Talent Management, Payroll w/ Employee Access	2	

551	PAY	Payroll Reporting		System generates pension earnings and deductions report	Y	HR & Talent Management, Payroll w/ Employee Access	2	
552	PAY	End of Year Process		System will produce W-2s (and to reprint single W-2)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
553	PAY	End of Year Process		System will store W-2s	Y	HR & Talent Management, Payroll w/ Employee Access	2	
554	PAY	End of Year Process		System will produce quarterly Form 941 report (IRS)	Y	HR & Talent Management, Payroll w/ Employee Access	2	
555	PAY	End of Year Process		System will produce amended W-2 for multiple years	Y	HR & Talent Management, Payroll w/ Employee Access	2	
556	PAY	End of Year Process		System will produce a report showing FICA wages, by individual, W-2 Plan, and in total	Y	HR & Talent Management, Payroll w/ Employee Access	2	
557	PAY	End of Year Process	Interface	System produces electronic files for social security and IRS	Y	HR & Talent Management, Payroll w/ Employee Access	2	

Attachment 15: Functional Requirements (Optional)**Column F: Available Responses**

Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion

Req #	Function	Process	Step	Requirement	Response	Module / System	Phase for Go Live	Comment
O-3	BUD	Budget Requests		Departments enter budget requests through system including requested budget amount	Y	Budget, General Ledger	3	
O-4	BUD	Budget Requests		Budgets preparation system accommodates entering budget detail for project budget (over multiple years - up to life of project)	Y	Budget, General Ledger	3	
O-5	BUD	Budget Requests		System pre-populates budget entry fields with past budget version, and actual expenditures and revenues	Y	Budget, General Ledger	3	
O-6	BUD	Budget Requests		System used to prepare budgets for revenues and expenses	Y	Budget, General Ledger	3	
O-7	BUD	Budget Requests		Departments enter budget requests through system including changes/additions/deletions of positions	Y	Budget, General Ledger	3	
O-8	BUD	Budget Requests		Departments enter department and narrative information along with budget requests (Example: program goals, challenges, highlights of major changes, etc.)	Y	Budget, General Ledger	3	
O-9	BUD	Budget Requests		Departments enter budget requests through system including attaching documents	Y	Budget, General Ledger	3	
O-10	BUD	Budget Requests		Departments can enter notes/justification for budget requests	Y	Budget, General Ledger	3	
O-11	BUD	Budget Requests		Departments enter information on service level (or what is proposed for budgeted program)	Y	Budget, General Ledger	3	
O-12	BUD	Budget Requests		Budget requests can be grouped into decision packages (multiple line items that go together)	Y	Budget, General Ledger	3	
O-13	BUD	Budget Requests		Budget requests (decision packages) can be prioritized	Y	Budget, General Ledger	3	
O-14	BUD	Budget Requests		System allow users to create different budget projections/scenarios (example: what if 5% cut)	Y	Budget, General Ledger	3	
O-15	BUD	Budget Requests		Users can flag one-time budget events and the system automatically removes them from the next years' budget	Y	Budget, General Ledger	3	
O-16	BUD	Scenario Planning		Users can create multiple versions of a budget request for "what if" scenario simulation	Y	Budget, General Ledger	3	
O-17	BUD	Scenario Planning		System allows users to compare multiple scenarios	Y	Budget, General Ledger	3	
O-18	BUD	Multi-Year		System supports multi-year budgeting	Y	Budget, General Ledger	3	
O-19	BUD	Multi-Year		System supports budgeting for one year and forecasting multiple years	Y	Budget, General Ledger	3	
O-20	BUD	Multi-Year		Users can view multiple years of actual and budget data while preparing budget request	Y	Budget, General Ledger	3	
O-21	BUD	Program Budgeting		System allows users to prepare budgets by program (can be across multiple departments)	Y	Budget, General Ledger	3	
O-22	BUD	Program Budgeting		System allows program budgets to link to strategic goals	Y	Performance Based Budgeting	3	
O-23	BUD	Program Budgeting		System tracks performance measures on each program	Y	Performance Based Budgeting	3	
O-24	BUD	Program Budgeting		System tracks program narrative and goals for each program	Y	Budget, General Ledger	3	

O-25	BUD	Budget Development		Department worksheets are automatically rolled into organization-wide master budget	Y	Budget, General Ledger	3	
O-26	BUD	Budget Development		System maintains history of multiple budget versions including requested Budget	Y	Budget, General Ledger	3	
O-27	BUD	Budget Development		System allows budget users to modify all department budget worksheets within allowed permissions for each user	Y	Budget, General Ledger	3	
O-28	BUD	Budget Development		System allows budget users to roll budget to new version	Y	Budget, General Ledger	3	
O-29	BUD	Budget Development		System maintains history of multiple budget versions including recommended Budget	Y	Budget, General Ledger	3	
O-30	BUD	Budget Development		System maintains history of multiple budget versions including adopted Budget	Y	Budget, General Ledger	3	
O-31	BUD	Budget Development		System maintains history of multiple budget versions including revised budget	Y	Budget, General Ledger	3	
O-32	BUD	Personnel Budgeting		System projects and budgets tax and benefit costs based on current regular employee salary and current benefit elections	Y	Budget, General Ledger, Payroll	3	
O-33	BUD	Personnel Budgeting		System projects and budgets tax and benefit costs based on position salary range and default benefit elections	Y	Budget, General Ledger, Payroll	3	
O-34	BUD	Personnel Budgeting		System allows user to propose new position in proposed budget	Y	Budget, General Ledger, Payroll	3	
O-35	BUD	Personnel Budgeting		System provides ability to propose changing position status as part of budget development (funded - unfunded positions)	Y	Budget, General Ledger, Payroll	3	
O-36	BUD	Personnel Budgeting		System provides ability to request new positions as part of budget process	Y	Budget, General Ledger, Payroll	3	
O-37	BUD	Personnel Budgeting		With changes to salary amounts, system automatically adjusts any benefits/tax amounts	Y	Budget, General Ledger, Payroll	3	
O-38	BUD	Personnel Budgeting		System allows for the cost of a position to be allocated to multiple segments of the Chart of Accounts (i.e. organizational codes, programs, projects, grants, etc.)	Y	Budget, General Ledger, Payroll	3	
O-39	BUD	Personnel Budgeting		System provides what if forecasting for salary adjustments	Y	Budget, General Ledger, Payroll	3	
O-40	BUD	Personnel Budgeting		System budgets salary with COLA occurring on identified date and prorate salary	Y	Budget, General Ledger, Payroll	3	
O-41	BUD	Personnel Budgeting		System can assume step change in salary upon employee anniversary date and budget with change in salary mid year	Y	Budget, General Ledger, Payroll	3	
O-42	BUD	Personnel Budgeting		System budget full cost for employee including all salary, benefit, and pension costs	Y	Budget, General Ledger, Payroll	3	
O-43	BUD	Capital Budgeting		Capital budgets prepared by project or asset	Y	Budget, General Ledger, Project & Grant	3	
O-44	BUD	Capital Budgeting		Project/asset budgets created roll up to create department capital budget and overall capital budget plan	Y	Budget, General Ledger, Project & Grant	3	
O-45	BUD	Capital Budgeting		System allows individual capital project budgets created in project module to feed budget module	Y	Budget, General Ledger, Project & Grant	3	
O-46	BUD	Capital Budgeting		System allows for the reappropriation of funds from one fiscal year to the next for projects with capital carryover.	Y	Budget, General Ledger, Project & Grant	3	
O-47	BUD	Capital Budgeting		Estimated operating budget impacts can be captured at the time of project budget entry.	Y	Budget, General Ledger, Project & Grant	3	
O-48	BUD	Capital Budgeting		Multiple departments view project	Y	Budget, General Ledger, Project & Grant	3	

O-49	BUD	Capital Budgeting		System allows departments to develop replacement schedule for capital assets	Y	Budget, General Ledger, Project & Grant	3	
O-50	BUD	CIP		System supports developing 5 year CIP projections	Y	Budget, General Ledger	3	
O-51	BUD	CIP		System connects individual projects to County priority	Y	Budget, General Ledger	3	Can mark budget detail lines as priority item or utilize User defined field. Can also use a user defined field on the project/project string.
O-52	BUD	CIP		Identify funding source by fund/department on projects	Y	Budget, General Ledger	3	
O-53	BUD	CIP		Identify all funding source for project	Y	Budget, General Ledger	3	
O-54	BUD	CIP		System provides asset replacement schedules	N			
O-55	BUD	CIP		System identifies any new assets required for service	Y	Budget, General Ledger	3	
O-56	BUD	Budget Document		System produces budget document	Y	Budget, General Ledger	3	Via PatternStream
O-57	BUD	Budget Document		System produced budget document contains both financial information and narrative summary text	Y	Budget, General Ledger	3	Via PatternStream
O-58	BUD	Budget Document		Budget document allows for formatting charts, graphs, and tables	Y	Budget, General Ledger	3	Via PatternStream
O-59	BUD	Budget Document		Sytsem allows for re-creating budget document with current information from ERP system	Y	Budget, General Ledger	3	
O-60	BUD	Budget Document		Budget document complies with ADA accessiblity standards	Y	Budget, General Ledger	3	

Interface	Functional Area	System(s)	Requirement	Requirement	In Scope	Comments
Active Directory	User Authentication	Active Directory	I-Sys-1	System uses City active directory to authenticate users	Y	
Benefit Information	Benefits Management	BenTek	I-BEN-1	System provides interface to update benefit carriers of change in enrollment, status, dependents, or other required information	Y	Assuming Benefit file export
Billing/Invoice Information	Accounts Receivable	Paymentus, CivicRec, Trux, Naviline, GovEasy, My Senior Center, Other	I-AR-1	System allows for import of receivables (aggregate) from bills generated from external system	Y	Invoice Import or interface with API toolkit.
Billing/Invoice Information	Accounts Receivable	Paymentus, CivicRec, Trux, Naviline, GovEasy, My Senior Center, Other	I-AR-2	System allows for import of receivables (at individual invoice level) from bills generated from external system	Y	Invoice Import or interface with API toolkit.
Billing/Invoice Information	Accounts Receivable	Paymentus, CivicRec, Trux, Naviline, GovEasy, My Senior Center, Other	I-AR-3	System allows upload of refund payments from other systems (Utility Billing, Parks and Rec)	Y	Invoice Import or interface with API toolkit.
Billing/Invoice Information	Accounts Receivable	Paymentus, CivicRec, Trux, Naviline, GovEasy, My Senior Center, Other	I-AR-4	System allows payments to be made against invoices generated in third party billing system	Y	Invoice Import or interface with API toolkit.
Billing/Invoice Information	Accounts Receivable	Paymentus, CivicRec, Trux, Naviline, GovEasy, My Senior Center, Other	I-AR-5	System updates third party billing system when payment is received in ERP	Y	Invoice Import or interface with API toolkit.
Grants	Grant Application	eCivis	I-GRANT-1	Information from eCivis grant application is transferred to ERP	N	
eProcurement	Procurement	Ionwave	I-PO-1	Vendors can register in e-procurement and interface transfers vendor information to ERP vendor file with approval process	Y	Vendor Import
eProcurement	Procurement	Ionwave	I-PO-2	Information on contracts, purchase requisitions, and purchase orders in ERP is made available to e-procurement system	Y	Export file or possibly API Toolkit depending on requirements.
Tax Reporting	Accounts Payable	IRS	I-IRS-1	System can produce electronic file to send 1099 related forms to IRS	Y	
Payroll Reporting	Payroll	Mission Square	I-MS-1	System provides information on 401 and 457 payroll contributions to mission square	Y	
Land Management Database	Miscellaneous Billing	Naviline		Creation of addresses and entry of billable units for impervious areas related to stormwater billing.	N	May need clarification, if this is for creation of invoices in AR/GB then this could be an invoice import.
Housing Program	Billing	Neighborly	I-NS-1	Interface transfers invoice information to ERP for payment	Y	Invoice Import
NeoGov Recruiting	Recruiting	NeoGov	I-NEO-1	Interface to NeoGov to transfer information for new hire (from information provided during recruiting process)	Y	3rd PartyApplicant Tracking API Connector
P-Card	Purchasing	TD Bank / Wells Fargo	I-PC-1	System initiates new hire personnel action and transfers position information to NeoGov	Y	P-card Import
P-Card	Purchasing	TD Bank / Wells Fargo	I-PC-2	System provides automatic transfer of information from bank with purchasing card transaction details	Y	P-card Import
P-Card	Purchasing	TD Bank / Wells Fargo	I-PC-3	Interface with bank provides amount, vendor, MCC code, vendor name, p-card holder, date	Y	P-card Import
P-Card	Purchasing	TD Bank / Wells Fargo	I-PC-4	System automatically identifies vendor based on file from bank	Y	P-card Import
P-Card	Purchasing	TD Bank / Wells Fargo	I-PC-5	Any new vendor (not in vendor file) where P-card is used is added to vendor file	Y	P-card Import
Bank	Bank Reconciliation	TD Bank / Wells Fargo	I-BANK-1	System supports positive pay	Y	Positive Pay export
Bank	Bank Reconciliation	TD Bank / Wells Fargo	I-BANK-2	System supports check clearing for Bank reconciliation process	Y	Bank Rec Import
Payment Processor	Credit Card Processing	TBD	I-CC-1	Credit card transactions are PCI compliant	Y	With Tyler Payments (not currently in scope)



Exhibit G
Tyler's Proposal

Tyler's Proposal response, dated September 14, 2022, for Enterprise Resource Planning (ERP) Software System is incorporated by reference as if fully set forth herein.



Exhibit H
Client's RFP

Client's Request for Proposal 22-10-PC for Enterprise Resource Planning (ERP) Software System issued on August 11, 2022, is incorporated by reference as if fully set forth herein.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2250

Agenda Date: 11/14/2023

Status: ADDENDUM - CITY
COMMISSION BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Broward County School Board to proceed with the renovations for Deerfield Beach Elementary School, including preserving and renovating Building 1 (Old School Building); and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The SMART Bond Program was approved by the voters in 2014 and provides \$800 million for a capital improvement program for more than \$3 billion in deferred maintenance needs throughout the school district. The Program is expected to be completed by 2025. Deerfield Beach Elementary School was allocated \$6,416,045 in SMART Bond funding to address the following improvements:

1. Campus Wide Fire Alarm system replacement.
2. Building 9: - Exterior Doors and Windows
3. HVAC Improvements: - Building 13: Replacement of two (2) AHUs - Building 8: A new split A/C unit - Tie-downs of various pieces of existing roof equipment.
4. Media Center renovations including flooring, ceiling, lighting, windows and door replacement, and FF&E.
5. Building 1 (Historic) renovations include lead paint removal and exterior painting, new fire sprinklers, four (4) group restrooms, structural repairs, flooring repairs, exterior walkways, installation of new classroom ductwork, new electrical system and equipment, new ceilings, and light fixtures, new stair tower, replacement of all gates, handrails, and guardrails, and new FF&E.

Building 1 was built in 1927 and placed on the National Registry of Historic Buildings in 1990. The amount of neglect and deferred maintenance of the building throughout the years has resulted in the Building being left in a deplorable condition.

The School Board entered into a contract with Di Pompeo Construction to complete the renovations, but due to substantial unknown or unreported conditions of Building 1 that fell outside of the original scope of services the contract has not been fulfilled and the necessary work has not been completed to date.

In May of 2023, The School Board entered into a contract with ACAI Associates to reassess the Building 1 renovations project with the deliverable of a report that included a list of deficiencies (Exhibit 1). Subsequently, a cost estimate was prepared (Exhibit 2).

The Deerfield Beach Historical Society and Deerfield Elementary School Advisory Committee have both taken the position that Building 1 be restored and are adamantly against the School Board not standing by their original commitment to restore the building.

Current Activity

The School Board will hold a workshop to discuss the issue on December 5, 2023 at 9:00 a.m. The meeting will be held at the Kathleen C. Wright Administration Center, 600 SE 3rd Avenue, Board Room, Fort Lauderdale, FL 33301. The intent of this resolution is for the City Commission to take a position on the issue and transmit the resolution to the School Board prior to the workshop.

Recommendation Staff

Staff recommends consideration of this Resolution.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, URGING THE BROWARD
COUNTY SCHOOL BOARD TO PROCEED WITH THE
RENOVATIONS FOR DEERFIELD BEACH ELEMENTARY
SCHOOL, INCLUDING PRESERVING AND RENOVATING
BUILDING 1 (OLD SCHOOL BUILDING); AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the SMART Program (the “Program”) is an \$800 million capital improvement program that began in 2014 to enhance the educational experience of Broward County Public School students after it was discovered that schools had \$3 billion worth of deferred maintenance needs; and

WHEREAS, the Program is expected to be completed by 2025 and is intended to accomplish the upgrading of existing school facilities and providing schools with advanced technology, athletic equipment, and musical instruments; and

WHEREAS, in 2017, the Broward County School District allocated \$6,416,045 in SMART Bond funding to the Deerfield Beach Elementary School (the “School”), which included renovations to Building 1 (the “Old School Building”), designated in 1990 as a historic place and is listed on the National Register of Historic Places; and

WHEREAS, the School Board entered into a contract with Di Pompeo Construction to complete the renovations which were halted; and

WHEREAS, reassessment of the School renovations project was completed by ACAI Associates (“ACAI”) in May of 2023, along with a team of consultants, and ACAI’s report includes a list of deficiencies; and

WHEREAS, the Old School Building has been unoccupied and unused for more than six years and there is advance deterioration in the building due to neglect and deferred maintenance; and

WHEREAS, the School is expected to have 690 students by 2028 and today the school is at 91.3% capacity without the Old School Building in use, and Building 1 is essential to address student classroom capacity based upon the 2028 forecast; and

WHEREAS, due to the historical significance of the Old School Building, it is essential that the School Board ensure its preservation while implementing the much needed renovations; and

WHEREAS, the Old School Building is an integral part of facilitating and improving the educational environment for students at the School, the renovations and repairs to the Old School Building are essential for the quality of life of the students as it relates to the student’s education

and morale; and

WHEREAS, the renovation and preservation of the Old School Building will not only benefit the students but can serve the community by the School Board allowing the space to be used for cultural events, school district events and possible private opportunities that may generate a revenue source for the District; and

WHEREAS, the City of Deerfield Beach, Deerfield Beach Historical Society, Deerfield Beach Elementary School Advisory Committee and the local community are urging the School Board to ensure the preservation of this unique historical asset, the Old School Building, and proceed with the required renovations.

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 urges the Broward County School Board to proceed with the vital and essential renovations and repairs to the Old School Building as intended by the Program as time is of the essence.

Section 3. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Broward County School Board.

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

PASSED AND ADOPTED THIS ____ DAY OF NOVEMBER, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Deerfield Beach Elementary School Building 1 Assessment

ACAI Project Number: 17-006 G01

SBBC Project Number: P.001820

Location: 0011

650 NE 1st St, Deerfield, FL 33441



Address

2937 W. Cypress Creek Road, Suite 200, Fort Lauderdale, FL 33309

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May 22, 2023

Page 1038 of 1112

TABLE OF CONTENTS

SECTION 1 - ARCHITECTURAL

- EXECUTIVE SUMMARY
- BUILDING 01 ASSESSMENT
- ARCHITECTURAL PHOTOS
 - EXTERIOR ELEVATIONS
 - FIRST LEVEL WALKWAYS
 - SECOND LEVEL WALKWAYS
 - NORTH STAIR
 - SOUTH STAIR
 - ISSUES

SECTION 2 – MECHANICAL, ELECTRICAL, PLUMBING

- GENERAL OBSERVATIONS
- GENERAL HVAC OBSERVATIONS PICTURES AND NOTES

SECTION 3 – STRUCTURAL

- INTRODUCTION
- DESCRIPTION OF THE STRUCTURE
- OBSERVATIONS
 - A. ROOF AND CEILING WOOD FRAMING
 - B. SECOND FLOOR WOOD FRAMING
 - C. FIRST FLOOR WOOD FRAMING
 - D. CONCRETE AND MASONRY WALLS
 - E. FLOOR SLABS AND BEAMS
- ANALYSIS AND DISCUSSIONS
 - 1. CONCRETE STRUCTURE
 - 2. WOOD FRAMING
- RECOMMENDATIONS

Building 1 - Executive Summary

In 2017, the school was granted funding from the SMART Bond, which included upgrades to buildings on the campus based on a list of specific deficiencies previously identified by the District. During the construction of that work in Building 1, which is a historically designated building, the contractor uncovered a number of unforeseen conditions which resulted in the District deciding to stop the work, remove the building from the current contractor's scope and complete a reassessment of the building.

This report includes a list of deficiencies based on the reassessment completed in April-May of 2023 by ACAI Associates, along with a team of consultants including structural, mechanical, and electrical engineers. This assessment was based on visual observation and the review of as-built drawings. Due to the extent of demolition completed by the contractor no destructive and/or non-destructive demolition was required.

History

Building #1 was the original school house for the facility and was constructed in 1927. In 1990, the building was listed on the National Register of Historic Places (see attached registry documentation). It is approximately 16,617 sq. ft. in area, and contains two levels of classrooms in an asymmetrical L-shape floor plan consisting of East and North wings. There is a single-story auditorium with a high ceiling making up the West wing. The main entry is on the south elevation and features an aesthetic bell tower which is inaccessible. The primary architectural style is "Mediterranean Revival" and features open, covered breezeway corridors.



The building remained largely unchanged from its original construction. In 1955, a two-story extension was added to the north wing consisting of one classroom on each level and an additional stairway. In 1958, some of the windows on the south elevation were filled in due to "structural sagging". In 1959, a single-story extension was added to the north wing to house a boiler room and an electrical room. The 277-seat auditorium, which was renovated in 2013-14, is the significant interior feature of the building. In 1987 the original barrel tile roof was replaced due to hurricane damage from the 1940's. The roof was replaced again during the recent auditorium renovation. A number of miscellaneous upgrades including the installation of air conditioning and other cosmetic improvements for example have been completed during the lifetime of the building.

DEERFIELD ELEMENTARY SCHOOL

BUILDING 01 ASSESSMENT

THE FOLLOWING ARE TYPICAL DEFICIENCIES FOUND THROUGHOUT THE ENTIRE BUILDING.

GENERAL / SITE CONDITIONS

Deficiency	Recommendation / Detailed Scope of Work
Signage missing throughout the building	Provide code compliant signage per SBBC Design Criteria
Portions of interior walls surrounding windows have been removed to facilitate window replacement	Install new finishes after new windows are installed.
Boiler room no longer in use	Remove all utilities not in use, and conduct a survey of the area for underground utilities in the immediate area. After site work is completed, re-sod the entire courtyard area. (See Sheet 14 in Photos)
Original group bathrooms have been demolished/removed. Only existing electrical and floor drains are remaining.	There are four group bathrooms in the building; two on each level. All of the bathrooms had a large piping chase behind the fixtures in the original layout which was removed during demolition. Recommend new fixtures and stall layout in the larger bathroom area to meet accessibility requirements. New finishes to be installed to match SBBC Design Criteria and be compatible with the historic period of the building. The existing restrooms housed janitor sinks. We recommend that in two of janitor sinks be relocated to another part of the building to fulfill Custodial requirements.
Second floor restroom slabs have been removed.	Replace floors as part of restroom replacement
Portions of the original wood flooring is damaged throughout	Repair / Replace areas of damaged wood flooring; Refinish flooring throughout.
Interior walls and walkway walls & ceilings require re-painting	Re-paint interior walls and walkways. Coordinate with lead abatement report previously completed by others.
Previous base boards have been removed	Replace wood base board to match existing where missing.
Areas of damaged plaster / stucco walls and ceilings throughout building	Patch / repair areas of damaged or cracked plaster / stucco walls & ceilings throughout
FFE for classrooms were removed and discarded	Renovated classrooms are to have new FFE per SBBC criteria (whiteboards, tack boards, storage, cabinetry, etc.)
Crawl Space Access Panels are outdated	Replace all crawl space ventilation and access panels
No water fountains present	New code compliant drinking fountains to be installed on both levels.
Classroom square footage falls a minimum 100 SF below SBBC Ed Specs for Intermediate classroom size.	No recommendation as the building falls under the historical building registry.

LIFESAFETY

Deficiency	Recommendation / Detailed Scope of Work
Insufficient and inefficient lighting fixtures and controls.	Provide new, energy efficient lighting and controls meeting current SBBC and life safety requirements.
Dead end corridor on 2nd floor, east end of the building	Install a new exit stair extending into the existing courtyard.
Existing fire alarm system is outdated	Installation of a new fire alarm system; to be tied in with rest of campus.
Building is lacking fire sprinkler system	Install new fire sprinkler system compliant with current building codes and design criteria.
Walkway fall protection (2nd Floor Corridors)	The existing low walls at the 2nd floor are below the required height for fall protection. We recommend installing a decorative guard that is compatible with the historic period of the building.
Stairway handrails are missing	Existing stairway handrails were removed; Recommendation of providing new handrails for all stairways to meet code compliance.
Fire extinguishers are missing	Provide code required fire extinguishers / cabinets per NFPA.

ACCESSIBILITY	
Deficiency	Recommendation / Detailed Scope of Work
Width of corridors do not meet SBBC Design criteria (Min. 10ft)	We recommend all doors in the corridors are to have a 180 degree swing
No elevator in Building	Provide 2nd floor 'bridge' connection to the 2nd floor of the existing building which has an elevator.
Door thresholds exceed 1/2"	Ramped thresholds are to be being added to comply with the requirement for change of levels.
Push clearance on outside swinging doors	Most of the doors are set flush to the outside face of the exterior walls. Due to the existing construction of the walls, this "insets" each door more than 8" from the interior face of the wall. For doors that need to be self-closing and latching, this will not allow them to meet the front approach push clearance. Because the walls and floor / sill conditions are existing to remain, and modifying may present other unforeseen issues, we recommend that this condition be left "as is".
Existing bathroom (FISH room 106A) is not accessible due to change in slab height.	The location of the previous existing bathroom on the ground floor should be made accessible for staff use. We recommend raising the floor to eliminate a 4" step down when renovating the restroom area.
EXTERIOR ENVELOPE	
Deficiency	Recommendation / Detailed Scope of Work
All doors have been removed and replaced with temporary wood doors.	New code compliant doors in all areas are to be installed with respect to its location, whether interior or exterior.
All windows are beyond useful life; Sill is damaged and beyond repair in multiple locations	Install new hurricane-rated code compliant windows to replace existing.
Exterior Paint	Building to be painted to match existing upon completion of new Window and Door Installation
OPTIONAL / AESTHETICS	
Deficiency	Recommendation / Detailed Scope of Work
Areas of damaged terrazzo - Typical all walkways	Patch / repair areas of damaged and cracked terrazzo. (See Sheet 14 in Photos)
Above ceiling insulation	Provide unfaced batt insulation above areas where ACT ceilings are to be installed for sound / thermal purposes.
Underside of eaves are not painted with the wood left exposed	Underside of eaves should be painted with weather protective finish to be coordinated with the exterior painting of the building. Some of the existing exposed, roof overhang framing is damaged and needs to be replaced.
FFE for miscellaneous rooms (FISH rooms 104, 106, 107, 108, 109, and 120)	Aside from finish renovations described above, the intent is to leave the layout of these rooms as is. Any programmatic requirement will need to be established by SBBC. Based on our experience with school projects, these rooms could be used for teacher planning and / or storage areas. As such, FFE would be required for these rooms and is accounted for in this line item.

DEFICIENCIES PER ROOM		THE ITEMS BELOW COVER ADDITIONAL ITEMS NOT COVERED ABOVE.
Room #	Name	Deficiency / Recommendation
100A	COVERED WALKWAY	Paint and patch all areas to match existing; Install new code compliant handrails.
101	AUDITORIUM	Hairline cracks in ceiling around lighting (See Sheet 8 in Photos)
101A	STAGE	Access required for mechanical room in mezzanine above stage. Ships ladder recommended for access and life safety purposes (See Sheet 8 in Photos)
102	STAGE DRESSING ROOM	No deficiencies in this area; Fire Sprinkler / Fire Alarm work only to be done along with related patch and repair work.
102A	CIRCULATION	No deficiencies in this area; Fire Sprinkler / Fire Alarm work only to be done along with related patch and repair work.
102B	STAGE STORAGE	No deficiencies in this area; Fire Sprinkler / Fire Alarm work only to be done along with related patch and repair work.
103	ELECTRICAL ROOM	Room not in use; to be sealed as the space is underneath the southern stair; Structural damage at door to be removed / Crack in wall to be assessed by a Structural engineer. (See Sheet 8 in Photos)
104	SCHOOL STORE	Possible alternative location for Custodial Storage for 1st Level; opening in wall to be closed and room to be sealed for ventilation purposes at a later date. (See Sheet 8 in Photos)
106	TEACHER PLANNING OFFICE	No additional deficiencies in this area; Refer to general deficiencies above.
106A	STUDENT RESTROOM	Ceiling height issue due to Southern stair above and floor slab height difference between 106 and 106A is not in compliance with ADA; Investigation to be held covering distance from Staff bathroom in building 6 if the existing restroom is unacceptable by SBBC Design Criteria / FBC Accessibility Guidelines (See Sheet 9 in Photos)
106B	MATERIAL STORAGE (Closet)	No additional deficiencies in this area; Refer to general deficiencies above.
107	TEACHER PLANNING OFFICE	Flooring damage caused by condensation leak from existing fan coil unit; flooring to be replaced in-kind.
108	TEACHER PLANNING OFFICE	Flooring damage caused by condensation leak from existing fan coil unit; flooring to be replaced in-kind.
109	TEACHER PLANNING OFFICE	Flooring damage caused by condensation leak from existing fan coil unit; flooring to be replaced in-kind.
110	GENERAL SCHOOL SPACE	Void left by casework / prior to wall removal, East wall to be analyzed for structural integrity. (See Sheet 11 in Photos)
111	STUDENT RESTROOM (FEMALE)	Floor drains about 2 ft off north wall and 1 ft off east wall to be relocated in coordination with restroom replacement . (See Sheet 10 in Photos)
112	GENERAL SCHOOL SPACE	Sag in flooring at entrance and near western wall. Replace flooring in addition to structural elements to be replaced; void left by casework / prior to wall removal, north wall to be analyzed for structural integrity; accessible front approach cannot be achieved from the interior, building department to confirm if hinge side approach is acceptable due to the historic nature of the building. (See Sheet 11 in Photos)
113	STUDENT RESTROOM (MALE)	Existing electrical panels and conduits left in room(s) / Panels and conduits to be removed per the original permit plans. (See Sheet 11 in Photos)
114	GENERAL SCHOOL SPACE	No additional deficiencies in this area; Refer to general deficiencies above.
115	CUSTODIAL SERVICE CLOSET	Room under stair to be sealed per Permitted Plans; seal all penetrations (See Sheet 16 in Photos)
116	MECHANICAL ROOM	Room under stair to be sealed per Permitted Plans; seal all penetrations (See Sheet 16 in Photos)
117	BOILER ROOM	Boiler Room no longer in use. Recommend removing all utilities not in use.(See Sheet 14 in Photos)
118	ELECTRICAL ROOM	Floor slabs in room at different levels creating a trip hazard. Slab is to be leveled while maintaining egress requirements.
119	ELECTRICAL ROOM	See comments for Room 118 above as the formerly separated rooms are now one.
100B	COVERED WALKWAY	Corridor is 8'-0" wide which is below the 10'-0" requirement for corridors. Building is historically designated which should allow the existing corridor width to remain.
120	ASSISTANT PRINCIPAL/OTHER OFFICE	Threshold is damaged at entrance . Repairs are needed to restore the threshold to its original condition. (See Sheet 11 in Photos)
121A	MATERIAL STORAGE	Existing use was a restroom based on observation and is the access to the attic area(s). Possible alternative location for Custodial Storage for 2nd Level.
121D	MATERIAL STORAGE	This space cannot be used as it is currently designated as there is no code-compliant access to the room; the door height and change in floor height is currently also not in line with code. We recommend the room be demolished and 1) built to code and retain the FISH label, or 2) expand the space of Room 120 at the discretion of the owner. (See Sheet 13 in Photos)

122	GENERAL SCHOOL SPACE	Chase from Room 106 adjacent to door; accessible front approach cannot be achieved, building department to confirm if hinge side approach is acceptable due to the historic nature of the building; Void left by casework / prior to wall removal, north wall to be analyzed for structural integrity. (See Sheet 12 in Photos)
123	MUSIC ELEMENTARY	Void left by casework / prior to wall removal, north wall to be analyzed for structural integrity. (See Sheet 13 in Photos)
124	STUDENT RESTROOM (FEMALE)	No additional deficiencies in this area; Refer to general deficiencies above.
125	GENERAL SCHOOL SPACE	Accessible front approach cannot be achieved from the interior, building department to confirm if hinge side approach is acceptable due to the historic nature of the building; void left by casework / prior to wall removal, north wall to be analyzed for structural integrity. (See Sheet 13 in Photos)
126	STUDENT RESTROOM (MALE)	No additional deficiencies in this area; Refer to general deficiencies above.
127	GENERAL SCHOOL SPACE	No additional deficiencies in this area; Refer to general deficiencies above.



South Elevation of East Wing



Front Entrance – South Elevation



South Elevation of
West Auditorium Wing



West Elevation of
West Auditorium Wing (1)



West Elevation of
West Auditorium Wing (2)



North Elevation of West Wing



West Elevation of North Wing



Southwest Corner of North Wing



Northwest Corner of North Wing



View of North Elevation of North Wing



Northeast Corner of North Wing



East Corner of North Wing



Northwest Corner of East Wing



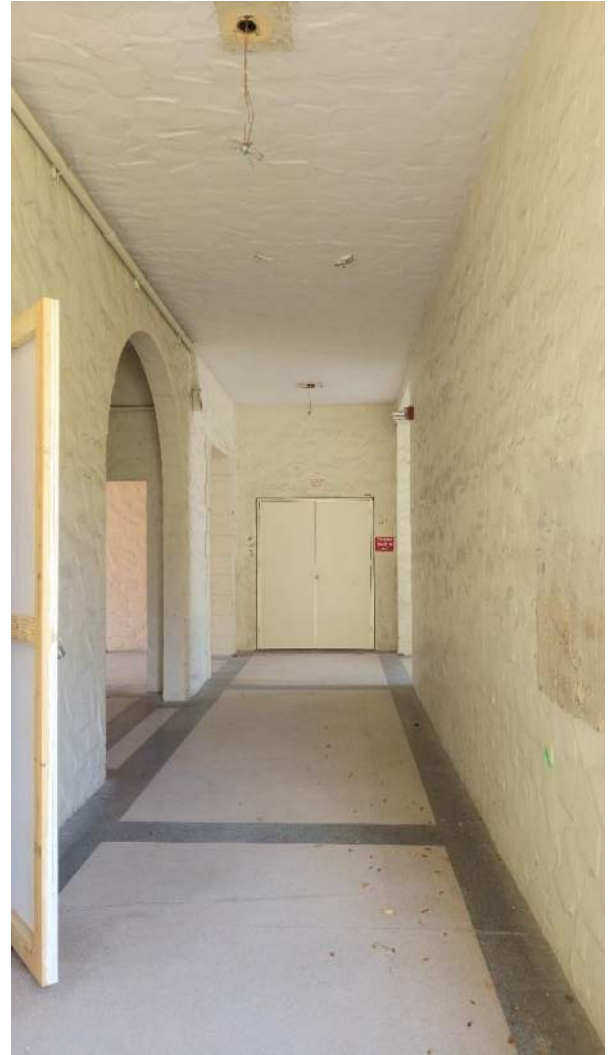
North Elevation of East Wing



East Elevation of East Wing



East Elevation of East Wing







North Stair at West Wing – 2nd Level



North Stair at West Wing – 2nd Level



North Stair at West Wing
Upper Landing



North Stair at West Wing



North Stair at West Wing
Window Sill



North Stair at West Wing
Window Sill



South stair at ground Level



Window at South Stair



Window at South Stair



South Stair - Upper Landing



South Stair – Railing Removed



South Stair at 2nd Level



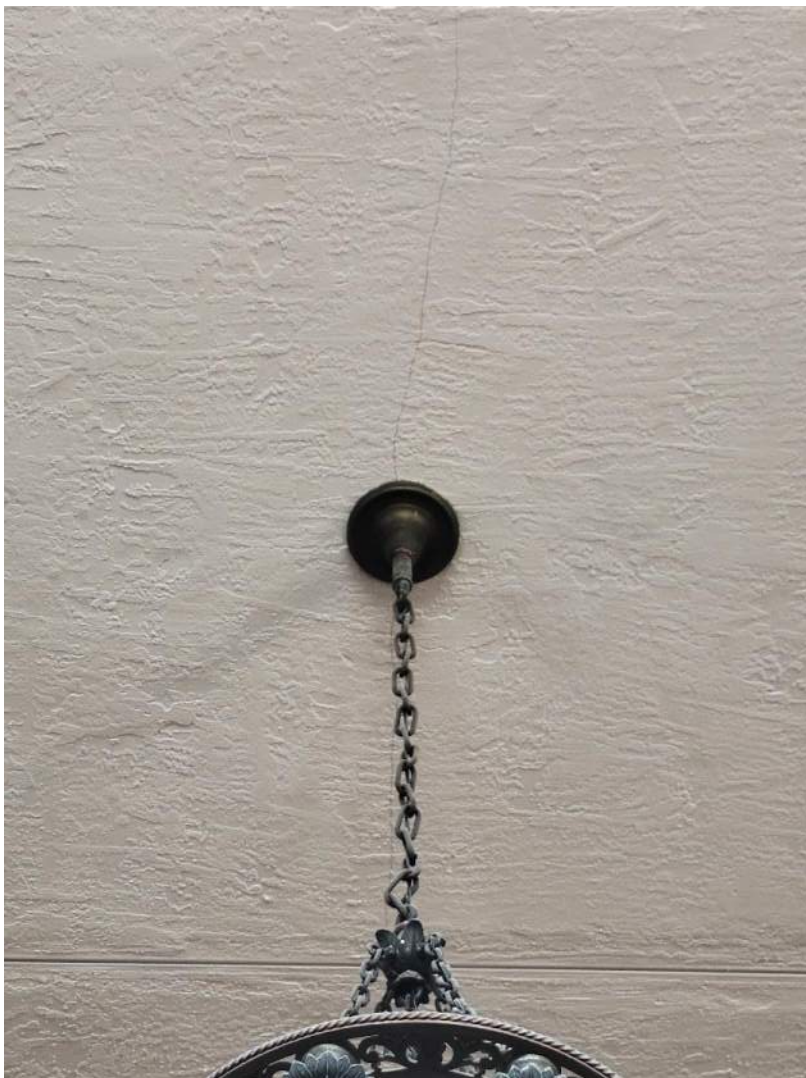
South Stair – Railing Removed at top of railing



Rm. 101A - Mechanical Mezzanine Above Stage storage spaces



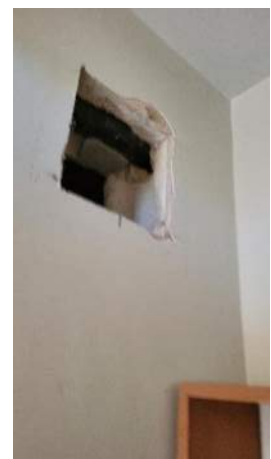
Rm. 101 - Ceiling at lights in Auditorium



Rm. 101 – Hairline cracks in ceiling at lights in Auditorium



Rm. 103 – Cracks in wall at door



Rm. 104 – Wall opening to Rm 103



Rm. 106a - Existing restroom



Rm. 106a – Flooring height difference
(shown for reference)



Rm. 106a – Ceiling of existing restroom



Room 111 – RWL location off North wall to be addressed



Room 111 – RWL location off North wall to be addressed. Second floor slab removed; to be replaced with new floor



Room 111 – RWL location off East wall to be addressed. Second floor slab removed; to be replaced with new floor



Room 112 – Void Left by casework in North Wall



Room 112 – Chase in room



Room 110 – View inside of Chase in room



Room 113 – Existing electrical conduits. Second floor slab removed; to be replaced with new floor



Room 120 – Existing threshold damaged at entrance



Room 122 – Chase in room at classroom entrance



Room 122 – Classroom entrance



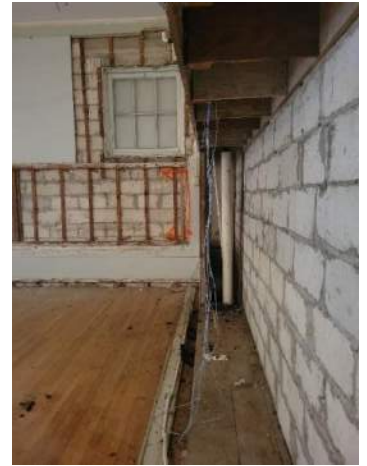
Room 122 – Chase in room



Room 122 – Void left by existing casework



Room 123 – Void left by existing casework



Room 123 – Void left by existing casework



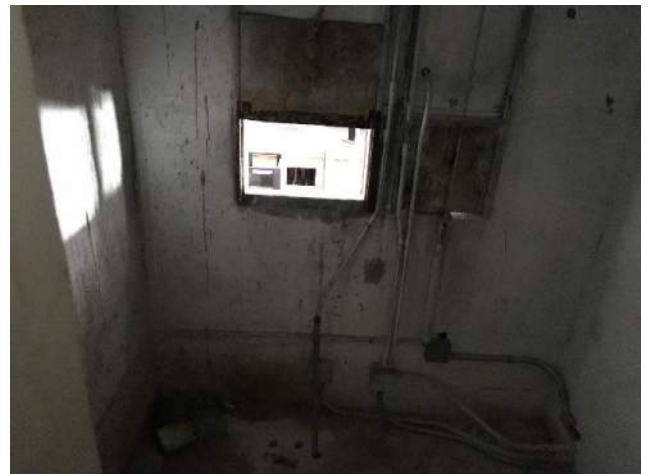
Room 125 – Chase in room



Room 125 – Void left by existing casework



Room 121D – Existing door not in compliance



Room 121D – Floor height



Exterior – Outside of Boiler Room



Exterior – Outside of Boiler Room



Exterior – Outside of Boiler Room



Exterior Flooring Condition – Outdoor corridor North of Auditorium



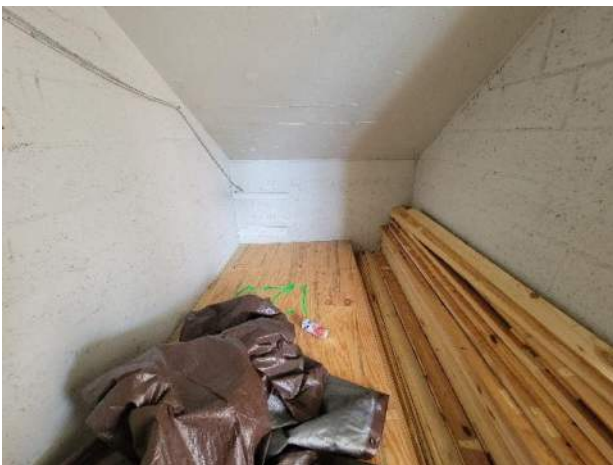
Exterior Flooring Condition – 2nd Floor
Outdoor corridor outside of Room 127



Room 115 – Room under stair to be sealed as it is not in compliance



Exterior – Outside of Room 116 – Not in use (No Access)



Room 115 – Room under stair to be sealed as it is not in compliance

JOHNSON, AVEDANO, LOPEZ, RODRIGUEZ & WALEWSKI
ENGINEERING GROUP, INC.

BUILDING ASSESMENT REPORT

To: ACAI Associates Inc
Attn:

Issued Via Email: @.com

Page: 1 of

Project: Deerfield Beach Elementary School 650 NE 1st Street Deerfield Beach Fl, 33441
Project #: 17021.01

Report No: 01
Report Date: March 30, 2023
Report By: Jorge Fleitas and Otto Fernandez

Observation Date: 03/29/2023
Observation Time: 9:00am to 12:00am
Weather: Clear & Sunny

JALRW Engineering Group Inc. performed building assessment field observations of the Mechanical, Electrical, Plumbing and Fire Protection systems. This report is confined solely to the visual observations of areas to which reasonable and safe access was available or permitted at the time of observations. Nothing contained in this report implies that any inaccessible or partly inaccessible areas of the building surveyed by JALRW on the date of the walkthrough do not have any defects. Accordingly, this report is not a guarantee that a building related defects do not exist in any inaccessible or partly inaccessible areas or sections of the building, like spaces above hard ceilings or behind walls.

General Observations:

MEP:

1st & 2nd Levels Restrooms #113 & #126.

These rooms have been almost completely demolished. The floor slab between 1st and 2nd levels has been removed, so the two levels are open to above. Some electrical conduits, boxes, wiring and panels including some fire alarm system devices part of the existing spaces are still present. The electrical system as well as the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 1 thru 4.

1st & 2nd Levels Restrooms #111 & #124.

These rooms have also been almost completely demolished. The floor slab between 1st and 2nd levels has been removed, so the two levels are open to above. Some electrical conduits, boxes and wiring including some fire alarm system devices part of the existing spaces are still present. The electrical system as well as the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 5 & 6.

1st Level Classroom #110.

This room has been partially demolished. Ceiling mounted fan coil units and related controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system devices are also present along with low voltage speaker/clock system. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See

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BUILDING ASSESMENT REPORT

March 30, 2023

Page 2 of 30

pictures 7 & 8.

1st Level Classroom #112.

This room has been partially demolished. Ceiling mounted fan coil units and related controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system devices are also present along with low voltage speaker/clock system. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 9 thru 12.

1st Level Classroom #114.

This room has been partially demolished. Ceiling mounted fan coil units and related controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system devices are also present along with low voltage speaker/clock system. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 13 thru 16.

1st Level Corridors.

Exterior corridors on this level have been limited disturbed. The structural and architectural conditions are almost intact. Ceiling mounted lights, recessed outdoor electrical panels, fire alarm devices and water cooler receptacles have been removed. Only a few fire alarm devices and exposed electrical conduits from the existing system remains. Required illumination system along with other required systems shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 17 thru 25.

1st Level Main Electrical Room #118.

This room has been renovated under the previous construction project. Only the Fire Alarm Control cabinet, some conduits, wiring, transformers and junctions boxes from other systems including mechanical controls and telephone patch boards remains. New electrical panels installed as part of the previous project are not tagged or labeled; no panel directory has been provided either. Electrical panels that are part of the branch circuit distribution system are not completely wired. The electrical equipment in this room are new and in good conditions, and can be reused for future renovations. However, the architectural and environmental conditions along with unfinished electrical installations require this room having more work in order to be considered completed. Mechanical ventilation system shall require to be redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 26 thru 32.

1st Level Material Storage #104.

This room is unfinished and it will require new lighting and fire alarm systems. New ventilation shall be also required to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 33 & 34.

1st Level Mechanical Boiler Room #117.

This room has been renovated under the previous construction project. Existing Boiler was removed along with associated piping. New illumination system has been installed. The room is currently used as storage. However, there are several surface mounted piping, electrical conduits, boxes and wiring from previous systems still present in the room. Some electrical wiring work from previous construction project is unfinished. The room has not ventilation system and therefore new ventilation system to meet current adopted SBBC Design Criteria, Standards and Florida Building Code shall be required. See pictures 35 thru 40.

BUILDING ASSESMENT REPORT

March 30, 2023

Page 3 of 30

1st Level North Stair Void Storage Room.

This room is unfinished. As part of the previous construction project, this room was condemned. If, it is to be reused, it will require new lighting and fire alarm systems. New ventilation shall be also required to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 41 thru 44.

1st Level South Stair Void Electrical Room.

This room is unfinished. As part of the previous construction project, this room was condemned. If, it is to be reused, it will require new lighting and fire alarm systems. New ventilation shall be also required to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 41 thru 44.

1st Level Restroom #106A.

The renovation work from the previous construction project was not completed. All electrical system including fire alarm are from the existing building conditions before renovation. This room will require to be redesigned to include new ventilation and electrical systems to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See picture 45.

1st Level Teacher Planning Office #106.

This room has been partially demolished. This room also contains the building telecommunication rack. Ceiling mounted fan coil units and related water piping part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, breaker boxes, and fire alarm system devices are also present. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 46 thru 52.

1st Level Teacher Planning Office #107.

This room has been partially demolished. This room also contains the makeup air fan for the ventilation systems in teacher planning rooms 106, 107 108 & 109. Ceiling mounted fan coil units and related water piping and controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system cabinets are also present. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 53 thru 56.

1st Level Teacher Planning Office #108 & #109.

These two rooms are contiguous connected and have been partially demolished. Ceiling mounted fan coil units and related water piping and controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system wiring are also present. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 57 thru 64.

1st Level Theater Room #101.

This room has been minimally disturbed. The scope as part of the previous construction project has been limited to the windows and doors renovation. The fire alarm system and devices upgrade was never completed; there are recessed junctions boxes and conduits that were installed but the walls have not been patched or finished. Electrical

BUILDING ASSESMENT REPORT

March 30, 2023

Page 4 of 30

and Mechanical systems as part of the original space are still present. There are some left-over exposed telephone patch cord connectors requiring to be removed. The electrical panel located on the stage area is in good condition and are not recommended to be replaced unless the entire space is to be renovated in the future. The mechanical Air Handle Unit and related controls servicing the space and located on a mezzanine room by the stage appears to be in good condition and operational. Fire Alarm unfinished work shall be completed to comply with current adopted SBBC Design Criteria, Standards and Florida Building Code. All others Electrical and Mechanical systems seems to be in good conditions and operational and not recommended to be upgraded at this time. See pictures 65 thru 80.

2nd Level Assistance Principal Office #120 & Material Storage #121D.

These two rooms are in the same space and have been partially demolished. The material storage located is in a pit within the same office. There are exposed electrical conduits, junction boxes, fire alarm device, receptacles and chilled water piping located in this room. This room is considered not accessible by current codes.

Ceiling mounted fan coil unit was removed and related water piping part of the existing system was cut off and tapped. Speaker/Clock original system is still present. There are some left-over exposed wiring, conduits, boxes, piping and ventilation ductwork present in the room. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 81 thru 90.

2nd Level Classroom #122.

This room has been partially demolished. Ceiling mounted fan coil units and related controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system devices are also present along with low voltage speaker/clock system. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 91 thru 96.

2nd Level Classroom #125.

This room has been partially demolished. Ceiling mounted fan coil units and related controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system devices are also present along with low voltage speaker/clock system. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 97 thru 104.

2nd Level Classroom #127.

This room has been partially demolished. Ceiling mounted fan coil units and related controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system devices are also present along with low voltage speaker/clock system. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 105 thru 110.

2nd Level Corridors.

Exterior corridors on this level have been limited disturbed. The structural and architectural conditions are almost intact. Ceiling mounted lights, recessed outdoor electrical panels, fire alarm devices and water cooler receptacles have been removed. Only a few fire alarm devices and exposed electrical conduits from the existing system remains. Required illumination system along with other required systems shall be completely redesigned to meet current

BUILDING ASSESMENT REPORT

March 30, 2023

Page 5 of 30

adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 111 thru 124.

2nd Level Music Elementary #123.

This room has been partially demolished and ceiling removed. Ceiling mounted fan coil units and related controls part of the existing space are still present. Some left-over electrical conduits, boxes, receptacles, wiring, and fire alarm system devices are also present along with low voltage speaker/clock system. The ventilation and electrical systems, including low voltage and the fire alarm system will be required to be completely removed. All systems including ventilation shall be completely redesigned to meet current adopted SBBC Design Criteria, Standards and Florida Building Code. See pictures 125 thru 132.

Building Exterior.

Parking lot associated with this building requires renovation. Illumination appears to be deficient and it is recommended to be completely removed and re-design per SBCC current standards, Design Criteria and Florida Building Code.

This Historical building lacks of exterior perimeter illumination as well as the main entrance and façade. It is recommended the design and installation of exterior illumination to comply with SBCC current standards, Design Criteria and Florida Building Code. See pictures 133 thru 144.

General HVAC Observations Pictures and Notes:

	
Picture #1	Picture #2

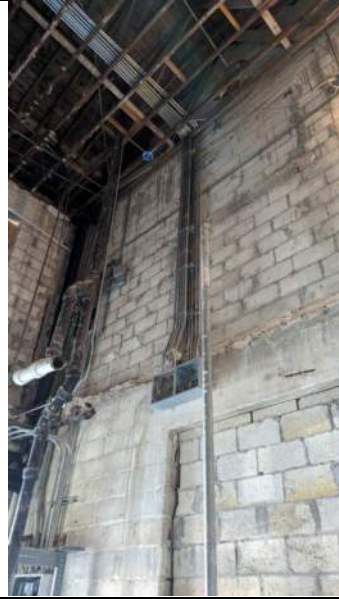
BUILDING ASSESMENT REPORT

March 30, 2023

Page 6 of 30



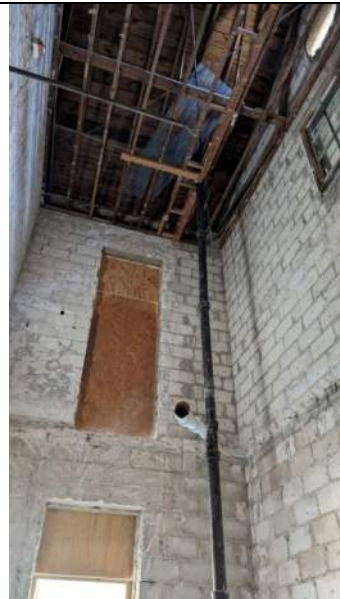
Picture #3



Picture #4



Picture #5



Picture #6



Picture #7



Picture #8

BUILDING ASSESMENT REPORT

March 30, 2023

Page 7 of 30



Picture #9



Picture #10



Picture #11



Picture #12



Picture #13



Picture #14



Picture #15



Picture #16

BUILDING ASSESMENT REPORT

March 30, 2023

Page 8 of 30



Picture #17



Picture #18



Picture #19

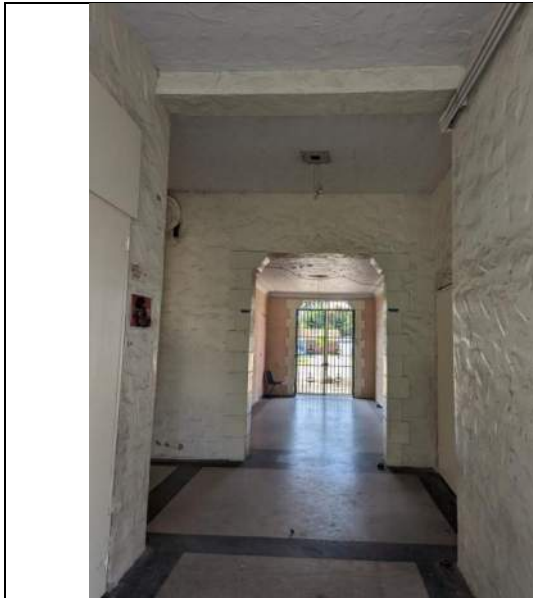


Picture #20

BUILDING ASSESMENT REPORT

March 30, 2023

Page 9 of 30



Picture #21



Picture #22



Picture #23



Picture #24

BUILDING ASSESMENT REPORT

March 30, 2023

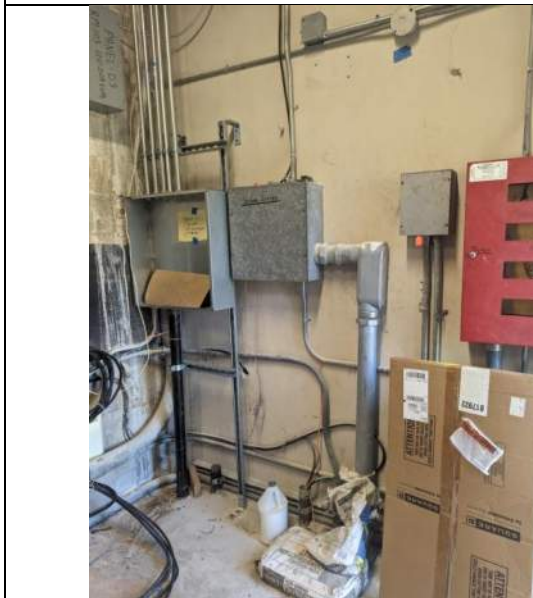
Page 10 of 30



Picture #25



Picture #26



Picture #27



Picture #28

BUILDING ASSESMENT REPORT

March 30, 2023

Page 11 of 30



Picture #29



Picture #30



Picture #31



Picture #32



Picture #33



Picture #34

BUILDING ASSESMENT REPORT

March 30, 2023

Page 12 of 30



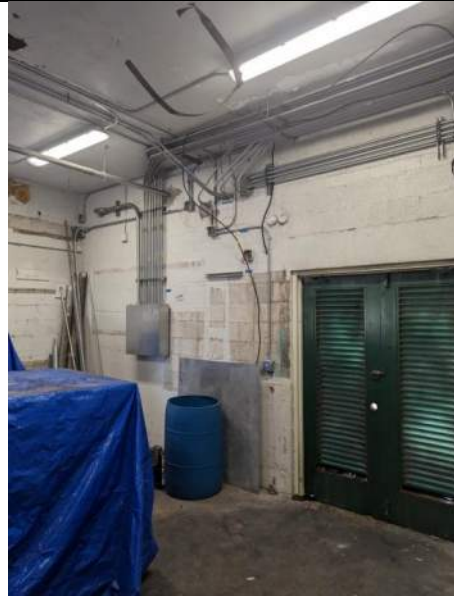
Picture #35



Picture #36



Picture #37



Picture #38

BUILDING ASSESMENT REPORT

March 30, 2023

Page 13 of 30



Picture #39



Picture #40



Picture #41



Picture #42

BUILDING ASSESMENT REPORT

March 30, 2023

Page 14 of 30



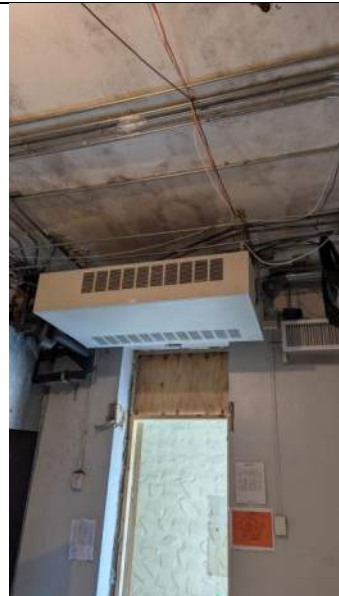
Picture #43



Picture #44



Picture #45



Picture #46

BUILDING ASSESMENT REPORT

March 30, 2023

Page 15 of 30



Picture #47



Picture #48



Picture #49



Picture #50



Picture #51



Picture #52

BUILDING ASSESMENT REPORT

March 30, 2023

Page 16 of 30



Picture #53



Picture #54



Picture #55



Picture #56



Picture #57



Picture #58



Picture #59



Picture #60

BUILDING ASSESMENT REPORT

March 30, 2023

Page 17 of 30



Picture #61



Picture #62



Picture #63



Picture #64



Picture #65



Picture #66



Picture #67



Picture #68

BUILDING ASSESMENT REPORT

March 30, 2023

Page 18 of 30



Picture #69



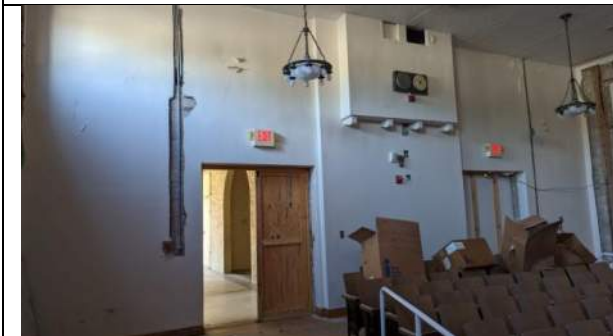
Picture #70



Picture #71



Picture #72



Picture #73



Picture #74



Picture #75



Picture #76

BUILDING ASSESMENT REPORT

March 30, 2023

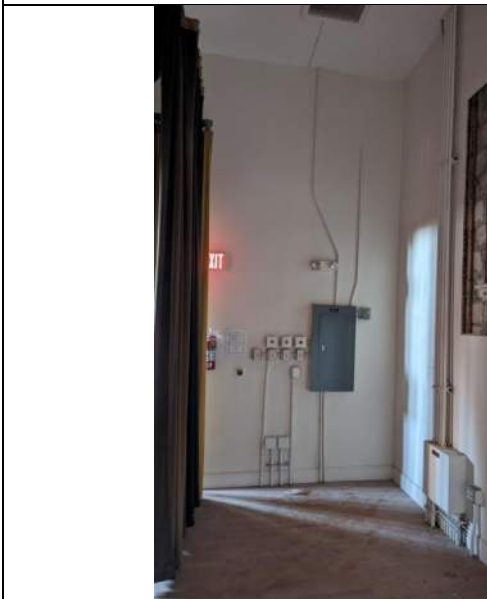
Page 19 of 30



Picture #77



Picture #78



Picture #79



Picture #80



Picture #81



Picture #82

BUILDING ASSESMENT REPORT

March 30, 2023

Page 20 of 30



Picture #83



Picture #84



Picture #85



Picture #86

BUILDING ASSESMENT REPORT

March 30, 2023

Page 21 of 30



Picture #87



Picture #88



Picture #89



Picture #90



Picture #91



Picture #92

BUILDING ASSESMENT REPORT

March 30, 2023

Page 22 of 30



Picture #93



Picture #94



Picture #95



Picture #96



Picture #97



Picture #98

BUILDING ASSESMENT REPORT

March 30, 2023

Page 23 of 30



Picture #99



Picture #100



Picture #101



Picture #102



Picture #103



Picture #104



Picture #105



Picture #106

BUILDING ASSESMENT REPORT

March 30, 2023

Page 24 of 30



Picture #107



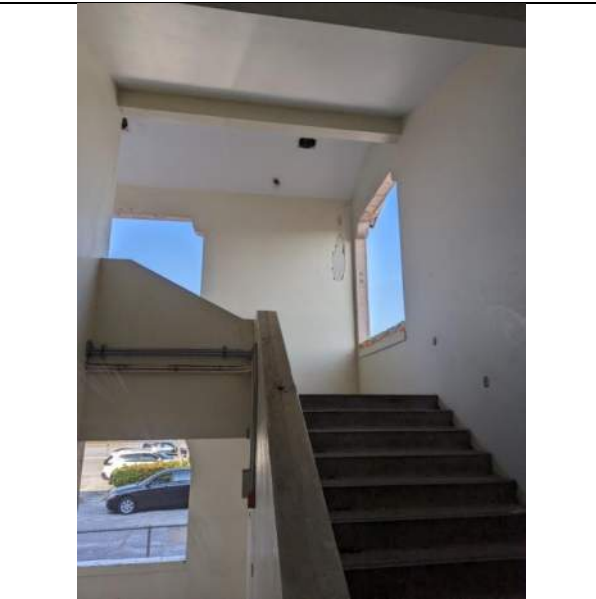
Picture #108



Picture #109



Picture #110



Picture #111



Picture #112

BUILDING ASSESMENT REPORT

March 30, 2023

Page 25 of 30



Picture #113



Picture #114



Picture #115



Picture #116

BUILDING ASSESMENT REPORT

March 30, 2023

Page 26 of 30



Picture #117



Picture #118



Picture #119

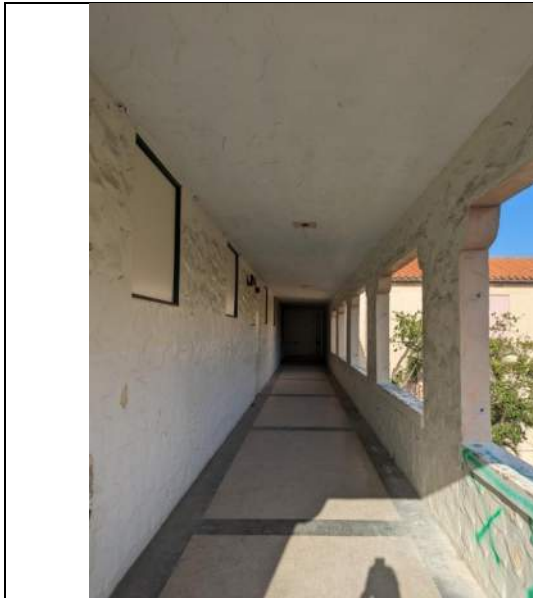


Picture #120

BUILDING ASSESMENT REPORT

March 30, 2023

Page 27 of 30



Picture #121



Picture #122



Picture #123



Picture #124



Picture #125



Picture #126

BUILDING ASSESMENT REPORT

March 30, 2023

Page 28 of 30



Picture #127



Picture #128



Picture #129



Picture #130



Picture #131



Picture #132



Picture #133



Picture #134

BUILDING ASSESMENT REPORT

March 30, 2023

Page 29 of 30



Picture #135



Picture #136



Picture #137



Picture #138



Picture #139



Picture #140

BUILDING ASSESMENT REPORT

March 30, 2023

Page 30 of 30



Picture #141



Picture #142



Picture #143



Picture #144

End of Report



May 19, 2023

S&F Project No.: 17B003.012

Mr. Felix Lubin
ACAI Associates, Inc.
2937 W Cypress Creek Road
Suite 200
Fort Lauderdale FL 33309

RE: Deerfield Beach Elementary School Renovations
Building 1 Condition Assessment

Dear Felix:

Pursuant to the request from the Broward County Public Schools through ACAI Associates, Inc. and subsequent authorization for an update on the existing conditions of the above referenced structure, we performed a visual inspection on May 9, 2023, and this report describes our findings.

A previous condition assessment of this building about 5 ½ years ago, based on limited finish removal and visual observations of the structure from accessible areas identified some defects in the concrete and wood framing of the building. During construction work for renovations, the contractor working on the project removed the finishes in the interior of the building and discovered additional defects in the concrete and wood framing, including termite infestation in some areas. This prompted the need for an updated condition assessment.

The original building was constructed circa 1927 and a classroom addition to the north wing was built in 1954. The building has been unoccupied and unused for more than 6 years, except for the electrical and mechanical rooms at the north end of the building which appeared to be a later construction. The figure below shows the different areas discussed in this report.



Figure 1 – Satellite Map of the Building No. 1

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Description of the Structure:

The original 1927 construction is a two-story classroom building with a one-story auditorium on the west side. The structure has wood framed roof consisting of 2x6 roof rafters and 2x4 ceiling rafters at 16" on centers. Every other roof and ceiling rafters made to act as truss top and bottom chord with the addition of 1x6 diagonal members nailed to the chords. Non-truss forming roof rafters had collar ties nailed to them.

The 2nd floor class rooms and the first-floor classrooms in the original 1927 construction are wood framed with 2x10 joists and tongue and groove decking oriented at 45 degrees to the framing. The joists are supported by load bearing walls at the end of classrooms and at intermediate beam or stem walls at the center of the classrooms. The corridors, stair lobbies and restrooms consisted of reinforced flat concrete slabs supported by masonry walls and tie columns/tie beams or stem walls below the first floor. The concrete slab at the 2nd floor had been removed by the contractor prior to our site visit for this report.

The auditorium floor construction is like the classroom areas – 2x10 wood joists supported by stem walls. The crawl space in this area is much shorter and only a portion of this was visually inspected. The roof at the auditorium consists of wood trusses supporting roof and ceiling rafters. A renovation to the roof framing and trusses were completed around 2005. This work included adding new rafters and wood members to the truss chords, presumably to repair and restore the structural capacity to the framing due to termite damage.

In the 1954 class room addition, steel joists with 2x4 sleepers and tongue and groove wood decking were used for the 2nd floor. We were not able to access the space below the first floor; however, the drawings show precast concrete joists with wood sleepers and wood decking for the framing. This addition has wood trusses supported by load bearing masonry walls at the roof.

Photos of the existing structure are included in the sections below with damages and other defects.

Observations:

The existing structure was visually inspected from accessible areas that included attic space with decking and without decking, crawl spaces and through small openings. Several areas of termite damage to the wood framing were noted. The damage ranged from isolated minor damage to severe damage to nearly all the framing members in some areas.

The concrete deterioration with cracking and large spalls with exposed rusted steel reinforcing bars were observed in many locations throughout the structure. Some of the damage photos are presented below.

The structure is divided in five parts to describe the damages as follows:

- A. Roof and Ceiling Wood Framing
- B. Second Floor Wood Framing
- C. First Floor Wood Framing
- D. Concrete and Masonry Walls
- E. Floor Slabs and Beams



A. Roof and Ceiling Wood Framing

1. Auditorium Roof

The wood framing in the auditorium attic space has evidence of past termite infestation and appear to have been repaired. New ceiling rafters with decking have been added and existing roof rafters have been doubled with an added new rafter. Old framing had termite damage at majority of them. We also noticed new termite damage to the existing roof decking which had not been included in the past repairs (~2005).



Photo 1 -Doubled up roof framing at Auditorium Attic



Photo 2 – Termite damage in roof decking

Termite dropping or dust indicate that the damage to roof decking occurred after the last repair work completed in 2005 as shown below:



Photo 3 – Termite dust below the roof deck areas with termite damage

2. East Wing Classroom and Admin. Area Roof

The roof framing includes 2x4 or 2x6 ceiling rafters supported by walls and wood trusses built in place with nailed diagonal members or hand framed trusses with 2x6 rafters, 2x4 bottom chord at ceiling and 1x6 diagonal members nailed together. In some locations the ceiling rafters were too short for the spans and spliced with a few nails.



Photo 4 – Ceiling Framing with Wood Truss above stairs.

Some wood framing members appear to have been used for concrete formwork or other purposes and reused in the roof or ceiling framing. Many of the framing have a white cementitious coating and had splits, cuts, and other damages.



Photo 5 – Shows ceiling framing with splices, cuts or other damages



Photo 6 – Roof Framing with termite damage

Termite damage in the area above east wing classroom was isolated. One location was near the partition between the two classrooms in the east wing and the other was above the restrooms.



Photos 7 & 8 – Termite damage in the wood framing above the restrooms.

Severe and widespread termite damage was noted in the wood framing above the space between the stairs and the auditorium. The wood framing at the ceiling in this area are shown in photos below:



Photo 9 – Severe termite damage in ceiling framing



Photo 10 – Termite damage in the roof framing



This area has unusual framing with wood hangers from roof framing supporting a wood joist acting as a beam to support the ceiling rafters. The roof framing is only attached to a single ridge member.



Photo 11 – Wood hangers from roof rafters support ceiling beam



3. North Wing Classroom Ares Roof

The framing in this area is same as the framing in the other classroom area, with ceiling and roof rafters at 16" on centers with alternate framing made in to truss by adding 1x6 diagonal members and the roof framing between the trusses tied with a collar-tie. The diagonal members have four (4) or five (5) nails at each connection.



Photo 12 -Alternate truss & "collar-tied" roof rafter framing



Photo 13 – One of the truss diagonals with cut and reduced section is bowing.



Photo 14 – Another diagonal 1x6 with cut at an electrical conduit.

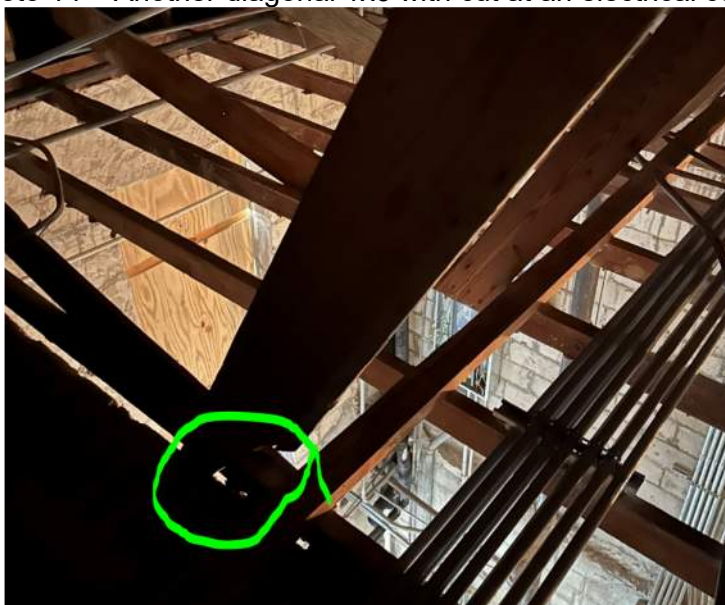


Photo 15 – Another diagonal truss member with nearly severed



Photo 16 – Wood truss framing at the 1954 classroom addition



No termite damage was noted in this section of the roof. The wood truss with bolted connections between chord and diagonal members and bolted splice in bottom chord used at the class room addition on the north side also appear to be in fair condition with no visible termite damage.

B. Second Floor Wood Framing

In most areas, the ceiling is still in place and the wood framing under the floor is not visible. No signs of damage to the framing was noted in the ceiling.

C. First Floor Wood Framing

From above the floor, deterioration on wood flooring from water was noted at some classrooms. The water was dripping from AC units in the ceiling. The floor framing was also reviewed from the crawl space below. The conditions and damages are described below.

1. Auditorium and Stage Floor

The floor at the auditorium was inspected from an access panel located in the front of the stage. The wood framing appears to be replaced sometime after the original construction of the building with raised stage floor. The floor framing is supported on make-shift wood framed bearing walls with only plywood supporting the posts with no foundation. The posts appeared to be shimmed at top and bottom.



Photo 17 – Added support for framing at the auditorium stage



Photo 18 – Another location with multiple shims under the floor joists



Photo 19 – Auditorium floor framing from crawl space

No termite damage was noted in the areas inspected. However, the wood framing appears to be covered in some type of cementitious material.

2. Classrooms

Classrooms were visually inspected from the crawl space accessed through holes in the restroom floor or exterior walls. The framing was in fair condition at most locations with the exception of some water damage in isolated areas and extensive termite damage in one of the classrooms.



Photo 20 – Wood framing under east wing classroom



Photo 21 – Stain from water leaks and some wood rotting (darker spots)



Photo 22 – Floor framing supported by wood posts and no foundations

Under the teacher planning room, the framing is improperly supported with no foundations under the wood posts. Also note the water stains in the framing. The photo below shows an area with severe rotting in joists and floor decking near the A/C pipes. The leaking AC or the condensation in the refrigerant pipes may be causing this damage.



Photo 23 – Damaged floor joists at A/C pipes.



Photos 24 and 25 shows extensive termite damage to the floor framing under Room 112

Below the classroom in the north wing of the original 1927 construction, the floor joists have extensive termite damage.

D. Concrete and Masonry Walls

The walls on the exterior side of corridors, including the walkway on the side of the auditorium are constructed of cast-in-place concrete columns and beams or arches. Other load bearing walls at classrooms and interior side of the corridors are concrete masonry with tie columns and tie beams. Numerous cracks were observed in the concrete columns, beams and arches. The rebars in many of the locations have advanced level of corrosion and have caused large sections of concrete to spall as seen in the photos below.



Photo 26 – Northwest side of the building showing the exterior concrete walls with arches



Photos 27 & 28 – Cracks in the concrete arch on the north side of auditorium



Photos 29 & 30 – Cracks in various portion of west side wall of north wing



Photos 31 & 32 showing more cracks and spalling in exterior concrete walls



Photos 33 & 34 showing severe cracking and spalling in tie columns in classroom wall



Photos 35 & 36 – Another classroom wall with cracking and spalling tie column



Photo 37 – Spalling with rusted rebar in the lintel in one of the classrooms

The type of cracking and spalling shown in the photos above was noted in nearly all sections of the concrete structure in the original building. However, the cracking in the 1954 addition is much less pronounced.

E. Floor Slabs and Beams

The slabs at the first and second floor corridors are flat concrete slabs and a few cracks could be seen in the terrazzo finish. However, the visual inspection from the crawl space revealed extensive cracking and exposed and rusted rebars in many locations.



Photo 38 – Exposed rebars with severe rusting in the north wing restroom slab



Photo 39 – Exposed and rusted rebar on the slab below the stairwell.



Photo 40 – Bottom of corridor slab with spalling and exposed rusted rebar

More than 50% of the flat slab areas inspected had minor cracking to spalls with exposed rebar.



Analysis and Discussions:

1. Concrete Structure

Most of the existing structure is more than 95 years old and most of the concrete framing shows signs of significant deterioration from effects of corrosion. The primary mechanism for rebar corrosion in this region is due to chloride ion exposure from the airborne salt water droplets that can travel more than a mile from the coast. This building's location of just 1 ¼ miles from the coastline makes it vulnerable to this type of damage. Nearly 100 years of exposure has resulted in chloride ion penetration well into the structural elements and the resulting corrosion has cracked and spalled the concrete slabs, beams and columns in this structure.

It may also be noted that most of the locations with exposed rebars had about one inch or less concrete cover. Current and building codes in existence for over 60 years have required a minimum of 1 ½" concrete cover for all rebars in columns and beams and slabs exposed to weather in service. American Concrete Institute (ACI) started publishing standards for design and construction of concrete structures as early as 1908; however, the information on when the State of Florida or local governments started enforcing these standards are not known.

When the minimum required concrete cover of 1 ½" is provided, the level of chloride ion needed to breakdown the passivation layer on the rebars would take longer than 40 years, except at locations very close to the warm water coastlines. The passivation layer is created by the alkalinity of the concrete and over time the pH of concrete reduces from 12 to less than 8. Lower alkalinity and increased chloride ion make the concrete structures to be more prone to corrosion of rebars, requiring more and more frequent concrete repairs.

The widespread nature and level of corrosion and cracking observed in this structure indicate nearly all structural concrete members require repairs or reconstruction. If only some portions of the concrete structure are repaired, the "un-repaired" portions will become even more vulnerable to new corrosion due to the fact that the repaired areas act as cathodes due to the higher alkalinity, and the un-repaired portions become anodes. The corrosion is an electro-chemical process and the anode will be the first to oxidize even if they have more concrete cover.

2. Wood Framing

Wood framing is relatively better condition, except at the termite damaged areas. Termite damage is isolated in most areas, except for classroom 112 floor and ceiling between the stairs and auditorium that must be removed and replaced with new framing.

The existing wood framing, although in fair condition, has been exposed to moisture and other bio-hazard from rodent dropping, wood destroying organisms such as termite. Several framing members have been cut or modified for routing electrical, plumbing or data conduits or wires. The wood construction does not have proper connections, anchorage and bridging to resist the wind loads specified in the current building codes. It is not known to the author if any standards existed when this building was built, for making the building resistant to hurricane winds.



Recommendations:

The newly exposed areas show more advanced level of deterioration in the concrete and wood framing. Previously viewed areas also show more severe cracks and termite damage. The building requires extensive renovation and rebuilding. Even with extensive retrofitting, it is unlikely that the building can be made to withstand the hurricane winds and meet current building codes without altering the characteristics of the building.

A through cost-benefit analysis shall be undertaken before decisions to renovate the structure.

We hope this provide this report is useful and helps make decisions about the building renovations. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

S & F Engineers, Inc.

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SIVANANTHAN SRITHARAN, P.E. USING A DIGITAL
SIGNATURE. PRINTED COPIES OF THIS DOCUMENTS ARE
NOT CONSIDERED SIGNED AND SEALED. SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC COPIES



Digitally signed by Sivananthan Sritharan
Date: 2023.05.19 11:47:31-04'00'

Sivananthan Sritharan, P.E.
Principal

Florida License #: 51133
Firm Cert. of Auth. #: 8852

/ss



**BROWARD COUNTY PUBLIC SCHOOLS: SMART PROGRAM
DEERFIELD BEACH ES - HISTORICAL BUILDING 1 RENOVATION & ADDITION
SMART PROGRAM RENOVATIONS**

SBBC SCHOOL #0011
650 NE 1ST STREET
DEERFIELD BEACH, FL 3344
SBBC PROJECT #PENDING

**SAFETY
MUSIC & ART
ATHLETICS
RENOVATION
TECHNOLOGY**



June 19, 2023
ROM COST ESTIMATE

SUBMITTED BY:

ATKINS

CMS



**Absolute
Civil
Engineering
Solutions LLC**

Program Manager - Cost and Program Control Services Team

BROWARD COUNTY PUBLIC SCHOOLS: SMART PROGRAM
DEERFIELD BEACH ES - HISTORICAL BUILDING 1 RENOVATION & ADDITION
SMART PROGRAM RENOVATIONS
SBBC SCHOOL #0011
SBBC PROJECT #PENDING
June 19, 2023
ROM COST ESTIMATE

QUALIFICATIONS

1	Brief project description:-
	Renovation - Gross Floor Area (Including covered walkways) = 16,117 sf
	Complete renovation of 2-story historic building & associated covered walkways, including
	Structural reinforcement
	Upgrade HVAC systems
	Partially upgrade Electrical systems
	New Plumbing Fixtures
	New Fire Protection systems
	Site improvement
	Addition -
	Install a new exit stair extending into the existing courtyard
	2nd floor 'bridge' connection to the 2nd floor of the existing B#6 which has an elevator
2	The estimate is based on the following assumptions:-
	CM type project
	Construction begins - 2Q2024
	Mid-point of Construction - 1Q2025
	18 month construction period
3	Escalation is based on the following:-
	Escalation is taken at 5.25% per annum to the mid-point of construction (1Q2025).
4	This estimate has been prepared from the following report information:-
	Assessment report prepared by ACAI dated May 22, 2023.
	ACAI recommendations
	The newly exposed areas show more advanced level of deterioration in the concrete and wood framing. Previously viewed areas also show more severe cracks and termite damage. The building requires extensive renovation and rebuilding. Even with extensive retrofitting, it is unlikely that the building can be made to withstand the hurricane winds and meet current building codes without altering the characteristics of the building.
5	The estimate excludes the following:-
	Building permit fees
	Design consultants fees
	Loose furniture, fittings and equipment
	Sales Tax
	Premium Time; Acceleration; Overtime
	Permit Fees - By Owner
	Low Voltage Head-end Equipment and Devices - By Others
	Electronic markerboards (Smart Boards)
	Decontamination of soil
	Removal of Contaminated Soil Material
	Generator
	Temporary classrooms
	Temporary storage for school furniture
	Hazardous Material Removal

BROWARD COUNTY PUBLIC SCHOOLS: SMART PROGRAM DEERFIELD BEACH ES - HISTORICAL BUILDING 1 RENOVATION & ADDITION SMART PROGRAM RENOVATIONS SBBC SCHOOL #0011 SBBC PROJECT #PENDING June 19, 2023 ROM COST ESTIMATE							
MAIN SUMMARY							
GROSS FLOOR AREA (SF)		17,014		16,117		897	
		CONSOLIDATED		BUILDING 1 - RENOVATION		BUILDING 1 - ADDITION	
DIVISION	DESCRIPTION	AMOUNT	\$/SF	AMOUNT	\$/SF	AMOUNT	\$/SF
02000	SITEWORK / DEMOLITION	414,036.97	24.34	98,226.10	6.09	315,810.87	352.07
03000	CONCRETE	932,036.42	54.78	644,869.50	40.01	287,166.92	320.14
04000	MASONRY	465,443.00	27.36	410,850.00	25.49	54,593.00	60.86
05000	METALS	221,540.00	13.02	148,775.00	9.23	72,765.00	81.12
06000	WOOD & PLASTICS	437,415.00	25.71	437,415.00	27.14	0.00	0.00
07000	THERMAL & MOISTURE PROTECTION	34,779.80	2.04	0.00	0.00	34,779.80	38.77
08000	OPENINGS DOORS & WINDOWS	500,296.48	29.40	500,296.48	31.04	0.00	0.00
09000	FINISHES	1,242,928.25	73.05	1,157,242.18	71.80	85,686.07	95.53
10000	SPECIALTIES & SIGNAGE	89,045.07	5.23	87,099.22	5.40	1,945.85	2.17
11000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
12000	FURNISHINGS	154,671.00	9.09	154,671.00	9.60	0.00	0.00
13000	SPECIAL CONSTRUCTION	2,825.55	0.17	0.00	0.00	2,825.55	3.15
13800	FIRE ALARM & SECURITY	211,289.08	12.42	197,344.10	12.24	13,944.97	15.55
14000	CONVEYING SYSTEMS	0.00	0.00	0.00	0.00	0.00	0.00
15300	FIRE PROTECTION SYSTEM	151,616.67	8.91	146,446.47	9.09	5,170.20	5.76
15400	PLUMBING	313,180.11	18.41	313,180.11	19.43	0.00	0.00
15500	HVAC	582,139.26	34.22	573,742.43	35.60	8,396.83	9.36
16000	ELECTRICAL	384,649.72	22.61	344,705.03	21.39	39,944.68	44.53
17000	TECHNOLOGY / COMMUNICATIONS	144,440.00	8.49	144,440.00	8.96	0.00	0.00
	SUB TOTAL CONSTRUCTION	6,282,332.36	369.24	5,359,302.61	332.52	923,029.74	1,029.02
6.00%	ESCALATION CONTINGENCY	474,463.34	27.89	404,752.96	25.11	69,710.38	77.72
	CM FEE	405,407.74	23.83	345,843.33	21.46	59,564.41	66.40
	GENERAL CONDITIONS	1,170,000.00	68.77	998,098.11	61.93	171,901.89	191.64
	GENERAL REQUIREMENTS	450,000.00	26.45	383,883.89	23.82	66,116.11	73.71
	SDI PROGRAM	84,459.95	4.96	72,050.69	4.47	12,409.25	13.83
	PAYMENT & PERFORMANCE BOND	65,540.92	3.85	55,911.34	3.47	9,629.58	10.74
	GENERAL LIABILITY INSURANCE	72,973.39	4.29	62,251.80	3.86	10,721.59	11.95
	BUILDERS RISK INSURANCE	54,054.37	3.18	46,112.44	2.86	7,941.92	8.85
20.00%	ESTIMATE CONTINGENCY	1,351,359.14	79.43	1,152,811.11	71.53	198,548.02	221.35
	TOTAL CONSTRUCTION COST	10,410,591.19	611.88	8,881,018.30	551.03	1,529,572.90	1,705.21