



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
March 5, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

City Commission Workshop Meeting Minutes

Attachment: January 25, 2024

Regular City Commission Meeting Minutes

Attachment: February 6, 2024

Special City Commission Meeting Minutes

Attachment: February 13, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: December 14, 2023, January 24, 2024

Community Redevelopment Agency Meeting Minutes

Attachment: January 10, 2024

APPROVAL OF THE AGENDA

March 5, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83899508641?pwd=eHZZd3VWckFtaGMzUHJNRUk5dG92dz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 838 9950 8641#

Participant ID: #

Passcode: 485579#

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

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

1. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Deerfield Beach Christian Ministerial Association for the Easter Sunrise Service Special Event taking place on the beach sand north of the pier in front of the main beach parking lot at 149 SE 21st Avenue on March 31, 2024 from 6:00 am to 8:00 am; approving a waiver of fees; providing for an effective date. (*Funds from Account #001-7015-579-35-74 - Special Events*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Easter Sunrise Service Special Event

2. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting an easement from Natura, Inc. related to the replacement of the southern fence located along the boundary line at the Bernard Adams Municipal Complex; providing for implementation, conflicts and an effective date. (*Funds from Account #001-5060-519-60-31 - Construction & Facilities - Improvement Other than Buildings & Account #450-4551-534-60-31 - Sustainable Management - Improvement Other than Buildings*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Natura, Inc. Easement

3. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Transystems Corporation d/b/a Transystems Corporation Consultants, Inc. to provide professional engineering services for the design and post design services related to the replacement of the SE 15th Avenue Bridge Project in an amount not to exceed \$540,993.00; providing for execution and an effective date. (*Funds from Account #399-5050-541-65-30 - Capital Projects - Infrastructure & Account #108-5050-541-60-31 - Infrastructure Maintenance*)**

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: Transystems Corporation Consultants, Inc.

4. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a work authorization with Keith and Associates, Inc. to provide professional civil engineering services related to the Asbestos Cement Pipe Replacement Project in an amount not to exceed \$284,370.00; providing for execution and an effective date. (Funds from Account # 106-1702-541-60-44 - 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: Keith and Associates, Inc.

DEPARTMENTAL BUSINESS

5. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Policy for Commemorative Naming and Renaming of city-owned spaces, facilities, and the honoring of large donations; providing for implementation, 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: Office of the City Manager

Attachment: Commemorative Naming and Renaming Policy

6. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing and supporting an application to the Florida Fish and Wildlife Conservation Commission and the Florida Inland Navigation District to designate a year-round slow speed zone in the Intracoastal Waterway in Deerfield Beach, Hillsboro Beach, and Lighthouse Point; authorizing drafting an Ordinance to provide for the slow speed zone designation and coordinating with Broward County and other applicable entities to effectuate the designation; 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 Sustainable Management

Attachment: Intracoastal Waterway

7. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount of not exceeding \$16,500,000 to provide financing for certain capital improvements to the City's Water and Sewer System and related costs; authorizing the issuance of a Water and Sewer Revenue Note, Series 2024 to evidence such loan; making findings and determinations as to the loan and the note; accepting the lender's proposal to provide the loan and purchase the note; providing that the City's obligations under the loan and the note shall be secured and payable from pledged funds consisting primarily of the net revenues of the City's Water and Sewer System; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Note; authorizing other required actions in connection therewith; providing that inconsistent resolutions shall be inapplicable and repealing a prior resolution; and providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Water and Sewer Revenue Note, Series 2024

8. **ORDINANCE 2024/ - 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 \$14,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN MUNICIPAL CAPITAL IMPROVEMENTS AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM MONEYS DEPOSITED IN THE DEBT SERVICE FUND ESTABLISHED FOR THE OBLIGATIONS DERIVED FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, 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 for March 19, 2024

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

Sponsor: Department of Financial Services

Attachment: Issuance of Debt Obligations

9. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with Brothers' Construction, Inc. in the amount of \$1,517,500.00 for design-build modifications to include additional enhancements and improvements for the International Fishing Pier Renovation Project, for a total project cost of \$4,677,875.00; providing for execution of the Change Order, implementation and an effective date. (Funds from Account #399-5060-519-65-30 - 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: Brothers' Construction, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, March 19, 2024

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.



City Commission Workshop

Thursday, January 25, 2025

7:00 PM

Hillsboro Community Center

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., at the Hillsboro Community Center, Deerfield Beach, Florida.

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

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

APPROVAL OF CITY COMMISSION AGENDA

January 25, 2024

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, 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. Discussion regarding Code Compliance.

David Santucci, City Manager, said the existing code compliance services contract will end in June 2025, whereby, there have not been any cost increases for ten years. He stated that this workshop is intended for the Commission to provide input as to how the services should be provided in the future. Thereafter, he provided a brief overview of the presentation.

Rodney Brimlow, Director of Public Safety, displayed a brief PowerPoint presentation. He explained that the purpose of this workshop is to obtain commission direction on the desired level of service, functional management, and service delivery method of code compliance services. He said the City is growing, and there are various locations within the City, i.e. Pioneer Grove, Opportunity Zone, Central City Area, etc. that require additional code compliance efforts. Additional challenges include the implementation of the 25-year building inspections, short-term rentals, employee turnover, etc. Thereafter, he outlined the contract service

DEPARTMENTAL BUSINESS - CONTINUED

history, whereby, there was a single option renewal in 2020, but the cost remained at \$1,017,128. Further, he outlined the administrative processes and involvements, case initiation to final resolution; monthly inspections of prior, pending, and open cases; weekly code case review meetings; bi-weekly magistrate hearings; bi-weekly fine and lien mitigation reviews; weekly law enforcement and fire rescue coordination meetings; monthly special event permit review committee meetings; part of the emergency operations center rapid impact assessment team; operational support to law enforcement; coordination meetings with parks rangers and parks and recreation; business tax receipts (BTR) and certificate of use (CU); and short-term rental registrations and compliance.

Moreover, Mr. Brimlow listed common code cases, working without a permit, illegal dumping, illegal parking, abandoned and damaged property, tall grass, swale maintenance, snipe signs, etc. Thereafter, he outlined the code case process, whereby, anonymous complaints cannot move forward. He said complaints have been made regarding the length of the process but much of it is regulated by State Statutes and the City's Code. Further, he outlined the desirable outcomes, improved safety, enhanced quality of life, maintain environmental health, promote sustainability, reduce crime, etc. Mr. Brimlow said new protocols and procedures have been implemented, which includes standardized case procedures and timelines, established cost recovery basis for special hearings, eliminated endless continuances, established reasonable timelines for payment of fines, ensured repeat offender enhanced fines are levied, etc. Currently, staff is working toward Strategic Code Compliance (SCC), as it is equitable, effective, and efficient and focuses on maximizing compliance in all areas of the City, while minimizing intervention from government through engaging our private, public, business, and resident partners.

In response to Vice Mayor Parness' comment, Mr. Brimlow said the State does not want anonymous complaints for purposes of harassment from either direction. Thereafter, he provided various examples.

Continuing, Mr. Brimlow said Deerfield Beach was compared to 13 cities and was dead last in each comparison; 4.3 staff per square mile, whereas, a 37% increase is needed to get to the median; 0.8 staff per 10,000 residents, whereas, a 50% increase is needed to get to the median; and 2.5 staff per 10 miles, whereas, a 68% increase is needed to get to the median. Thereafter, he outlined the current workload, whereby, best practice is 100 cases a month per investigator, with the City's average being 157/month, so a 57% staff increase is needed. Further, he said based on size and area, three additional investigators would be needed; based on population, four would be needed; based on zones, five would be needed; and based on caseload, four would be needed. Mr. Brimlow said four additional investigators, which would be approximately \$624,000, are being recommended to bring Deerfield Beach to median staffing levels. With this addition, an in-house Code Compliance Manager would be needed, which would reduce the contractual services costs by \$156,000; nevertheless, a 28% - 37% increase can be expected in any new 2025 contract.

Furthermore, Mr. Brimlow outlined the options and potential solutions, do nothing and remain status quo; add staffing with current contract provider, which would reduce 2025 increase or add it over two fiscal years; outsource with the Broward Sheriff's Office (BSO), which he does not recommend; bring code compliance completely in-house; hybrid model with in-house manager and contract operations; or issue new RFP. He said bringing code compliance in-house would require recruitment, uniforms, vehicles, training, increased staffing with benefits and risk management, increased legal responsibility, and management and supervision. Lastly, he said he will be bringing forward a methodology for recuperating some of the court costs, as well as an amnesty program, which he briefly outlined.

Vice Mayor Parness spoke in opposition to an amnesty program, as people should be held responsible for their actions.

Mr. Santucci stated that in many cases, the City does not have the ability to foreclose on properties.

Anthony Soroka, City Attorney, said pursuant to Florida Law, if a property is homesteaded, the City cannot foreclose on the property for a traditional code enforcement violation; however, if the property is not homesteaded, the City can potentially foreclose on the property but staff would have to perform an analysis.

Mr. Santucci said it is unlikely to recoup money from a homesteaded property, so the amnesty program entices those property owners to come into compliance with a reduced fine.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Soroka stated that if a homesteaded property owner goes to sell their home or tries to get an equity line, they will have to deal with the City at that point, but if they don't have those needs, the lien will accrue and there is not much the City can do.

Commissioner Hudak said the entire point of code compliance is to ensure properties are in compliance, not to make money. Further, he said not everyone will qualify for the amnesty program, and there will be rules put into place that must be followed; therefore, he spoke in support of exploring the amnesty program.

In response to Commissioner Hudak's questions, Mr. Brimlow replied that the City's flat annual fee is \$1,017,128. He said the current contractor has other contracts which are much higher than ours, so if the Commission decides to stay with the current contractor there will be a significant increase. Further, if the Commission decides to hire an inhouse code compliance manager, the \$156,000 cost would be carved out of the contract.

In response to Commissioner Preston's question, Mr. Brimlow replied that there are costs with the administrative processes and involvements.

Commissioner Preston spoke in support of exploring the amnesty program, as it will become an inspirational tool to make the community look better and will be a city incentive as well because it will clear the books.

Mayor Ganz said he does not object to an amnesty program, but does not want it used as a reward and have individuals have the ask for forgiveness, not permission mentality. Further, he stated that he was part of the City's Code Enforcement Board and has never been satisfied with code enforcement, whereby, it's either too aggressive or too lenient. Thereafter, he outlined areas within each district that are troublesome. Mayor Ganz said one of the issues with code enforcement is when they are responding to a complaint, they cannot turn a blind eye to other code violations they happen to see when they are in the area; nonetheless, all areas and properties must be treated the same. He stated that what the City is currently getting out of code enforcement is not working, and if it's because staff is short-handed, it must be rectified. Further, he agreed with not outsourcing to BSO and spoke in support of exploring the idea of bringing services entirely inhouse, as it would provide the City with more control.

Commissioner Drosky said code enforcement has come along way since he's been in office, as the amount of calls he's received over the years has diminished. Further, he would like to see the costs associated with bringing the services completely inhouse. Thereafter, he expressed concerns with where the money would come from in order to get staffing to the median level and spoke in opposition to adding the four additional inspectors. Commissioner Drosky stated that Sunrise is the closest in population and size and the numbers are very similar; therefore, he would need more clarification. He reiterated that he would like to see the costs for bringing the services inhouse and the costs for bringing staffing to the median level. Lastly, he has no objections to the amnesty program, but agreed that it shouldn't be used as a reward.

Mr. Brimlow stated that the amnesty program would have to be brought forward to the Commission through an ordinance. Further, he said amnesty programs are always time bound, so after the timeframe, anyone who participated in the amnesty program and has a subsequent violation is a repeat violator, so it's an incentive for them to maintain their compliance.

Mr. Santucci said staff will look into the potential costs associated with entering into a new contract at the current service level, and also look into costs for bringing it inhouse at the current service level; staff will also look at the costs for adding additional service levels for each case. Further, he said the Commission can set a goal as to what service level they want to reach, which does not have to occur right away.

Mayor Ganz said currently there are issues with code enforcement not following up, which is something that could be better streamlined with bringing it inhouse. Further, he stated that the numbers will be shocking, but bringing it inhouse will be an overall investment to the City.

Commissioner Preston agreed with looking at the numbers for inhouse services, as bringing it inhouse will allow for more accountability and control.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Hudak agreed with reviewing the costs associated with bringing it inhouse, but expressed concerns with bringing the services inhouse, i.e. recruitment, labor costs, vehicles, vehicle maintenance, etc. Further, he spoke in support of increasing the current staffing levels and suggested hiring an additional magistrate to expediate the process, offering training to educate the public on the process, and implement follow up calls to explain the lengthy process. Thereafter, he reiterated that code enforcement is to ensure properties are in compliance, not to make money.

Vice Mayor Parness spoke in support of exploring bringing the services inhouse, but suggested going out to bid to see what other companies offer the services.

Mr. Brimlow said providing an educational component is extremely difficult with the current caseloads, and call backs are nearly impossible with the current caseload and not mandated.

Commissioner Hudak suggested sending a mailer out to the individual who complained explaining the process.

Mr. Brimlow said the cost and process would have to be incorporated into the workflow.

Mayor Ganz opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked how many homesteaded properties account for the \$1.7 million and if any commercial properties owe money. Further, he said current code enforcement services do not meet city standards. He said there are many commercial properties that should be in compliance, as they would be more attractive to new businesses, which would assist with the tax base. Mr. Freitag said an amnesty program is a great idea, but who will police the program. Thereafter, he commented on his experiences with code enforcement.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on a house on her street that was a nuisance for years until someone called code enforcement. She stated that there is no accountability, nor communication between building services and code enforcement. Further, she agreed with educating the community as many are unaware that permits are required for certain projects.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, agreed with the amnesty program. Further, she said an issue that is occurring within the City, especially in District 2, is cars are parked everywhere. She stated that she has called code enforcement, and they advise her to call BSO because code staff gets off at 4:00 p.m., which is unacceptable. Thereafter, she continued to express concerns with violations that are taking place and stated that something must be done.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the City overall does not have a good appearance, whereas, garbage is everywhere. She has called code enforcement in the past, and stated that there should be an expected turnaround timeframe. Further, she asked for clarification on the hybrid option. She said something needs to put into place now, so everyone has a clear understanding of the costs and the direction the City should move toward.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the amnesty program, adding the four additional inspectors to assist with the caseload, as well as bringing the services inhouse. Thereafter, he commented on the number of violations in Century Village and suggested streamlining the building permitting process.

Mayor Ganz closed the public hearing.

In response to Mayor Ganz's comment, Mr. Brimlow stated that building, code and planning & zoning all work hand in hand with one another, whereby, if building has an issue, they immediately contact code enforcement to cite a property.

Mr. Santucci thanked the Commission for their suggestions and feedback.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 8:48 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



Meeting Minutes City Commission

Tuesday, February 6, 2024

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

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - January 9, 2024

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, 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

Marine Advisory Board Meeting Minutes - November 16, 2023

Hillsboro Inlet District Meeting Minutes - November 20, 2023

Cultural Committee Meeting Minutes - December 18, 2023

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

February 6, 2024

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

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

Nays: 0

PUBLIC HEARING - FIRST READING

- 1. P.H. 2024-039: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 16.5 GROSS ACRES LOCATED AT 600 & 700 WEST HILLSBORO BOULEVARD FROM HIGHWAY BUSINESS DISTRICT (B-2) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 21-R-196); PROVIDING FOR A MAXIMUM OF 360 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representative's 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.

Dennis Mele, 200 E. Broward Blvd., Fort Lauderdale, representing the applicant highlighted a brief PowerPoint presentation. He stated that the applicant does not own the hotel, but owns the surrounding properties, which are located near I-95 and Hillsboro Boulevard, and bordered by Natura Boulevard. The land use designation was changed from commercial to medium high (25) mixed use-residential, with the actual density per acre being a little less than 22 for this proposal. The current zoning designation is B-2, whereby, the applicant is requesting to change the designation to Planned Development District (PDD). Thereafter, the proposed master site plan was displayed. He explained that one of the current office buildings will be demolished and replaced with the proposed residential building, the other two existing office buildings will be significantly renovated to accommodate the new site circulation. Further, he said there will be access to Hillsboro Boulevard and three access points onto Natura, two have median openings, and the northern one has a right turn in and out. He said the future phases include two additional office buildings.

Continuing, Mr. Mele displayed the community enhancements, which include lengthening the left turn lanes, north and south, at the intersection of Natura Boulevard and Hillsboro Boulevard; installing sidewalks where they are missing; drainage improvements along Natura Boulevard; \$200,000 contribution for improvements at Oveta McKeithen Recreational Complex; and \$500 per dwelling unit will go to the City's affordable housing programs. Thereafter, the circulation and phasing plans were displayed. He explained that Phase 1 includes demolishing one of the existing office buildings, constructing the new residential building and parking garage, Building C improvements, and offsite and site improvements. Phase 2 includes façade improvements to Building D; Phase 3 includes the construction of Building A, which includes landscaping; and Phase 4 includes the construction of Building B, which will be located above the existing parking garage. He explained that the site plans for Phases 3 and 4 are not completed, so the applicant will be coming back to seek approval. Thereafter, the proposed Phase 1 site plan was displayed, as well as various photographs of the current and proposed site and facilities.

Joaquin Vargas, Traf Tech Engineering, Inc., reiterated that the turn lanes will be extended on Natura Boulevard and Hillsboro Boulevard, and signal optimization will be performed. Additionally, the State, after their review, requested supplemental analysis, which was provided; whereby, they focused their review on the main intersection on Hillsboro Boulevard, as well as the intersection of Hillsboro Boulevard and Natura Boulevard. Although, a dedicated turn lane is not required, the State did request that one be

PUBLIC HEARING - FIRST READING - CONTINUED

incorporated at the main entrance on Hillsboro Boulevard. Thereafter, various signal assemblies were displayed. The existing lanes consist of one left turn lane, one through lane, and one right turn lane, whereby, improvements include extending the left turn lane. The neighbor's recommendation included making the center lane a shared lane to go straight or left but it requires split phasing, which showed that it performs worse; nevertheless, an alternative was conducted which consists of leaving the left turn lane as is, and turning the center lane into a left turn lane and making the right lane a shared through and right turn. Thereafter, he outlined the various signal timing scenarios.

Mr. Mele said improvements are needed on the corner of Natura Boulevard and Hillsboro Boulevard, whereby, extending the left turn lane is the best possible option.

Commissioner Preston said drivers are currently using the center lane to turn left, which is going to eventually cause an accident; therefore, he expressed an interest in turning the center lane into a left turn lane. Further, he stated that drivers look at Natura Boulevard as a short cut, so the addition of this project will impact the surrounding neighbors even more.

Mr. Mele said more capacity is needed for drivers to make that left turn from northbound Natura to westbound Hillsboro, whereby, adding a second turn lane will not allow that to happen; nevertheless, they will bring it forward to Broward County and the Department of Transportation (DOT), but approval is not hopeful due to the split phasing.

In response to Mayor Ganz's questions, Mr. Mele replied that the traffic analysis was performed on the entire PDD, not just Phase 1. Further, he said both lanes will be lengthened as much as they can.

Mayor Ganz said something needs to be done to revitalize that area and this project is the perfect location because of its close proximity to I-95.

In response to Mayor Ganz's questions, Mr. Mele replied that the density is 21.82. Further, he said the community enhancements will be outlined in the Development Agreement, and must be completed prior to the applicant obtaining the Certificate of Occupancy (CO) for the residential building.

Mayor Ganz said this development project is significantly less impactful than another one that was just brought forward. Further, he said almost every single Broward County major artery, east of I-95 is an F-graded road. Mayor Ganz spoke in support of the rezoning, as it fits the area, and reiterated the need for an upgrade. He applauded the applicant for bringing the neighbor's suggestion to Broward County and DOT.

Mr. Mele said there was also a discussion regarding installing a crosswalk near the corner of Natura Boulevard and Natura Avenue but both the applicant and neighbors felt it would be dangerous; nevertheless, the applicant did discuss it with the County, who was not encouraging about that location, whereby, if the County does approve a crosswalk somewhere along Natura Boulevard, adjacent to the proposed property, the applicant will install it.

In response to Mayor Ganz's question, Mr. Mele replied that the County disagreed with the proposed location because of its close proximity to a curb and it's located at an intersection.

In response to Commissioner Preston's comments, Mr. Mele stated that the applicant will meet with the neighbors prior to the second reading of the rezoning ordinance to address their concerns, and will also look into how much longer the left turn lane can be lengthened.

In response to Commissioner Hudak's questions, Mr. Mele replied that for a crosswalk to be installed, 20 people must cross within one hour. Further, he is unsure what the requirements are for an overpass, but some type of justification would be needed.

Commissioner Drosky said this area is the gateway into Deerfield Beach, and is in dire need of an improvement but the major issue stemming from this proposal is traffic moving northbound on Natura to go west; therefore, he suggested extending that lane as far as possible.

PUBLIC HEARING - FIRST READING - CONTINUED

Mr. Mele said they will look into it, and whatever distance is allowed will be added to the Development Agreement.

Vice Mayor Parness spoke in support of the project and stated that if issues arise, the applicant can make changes along the way.

Mayor Ganz opened the public hearing.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, said during the Planning & Zoning Board Meeting, the applicant was directed to go back to the County to come up with a better traffic pattern. She spoke in opposition to lengthening the lane because if traffic doesn't move at the same speed through an intersection, the light will stop. Further, she expressed concerns with the entire proposed development exiting southbound on Natura Boulevard. Ms. Johnston said the units on Fairway Drive, which have one way in and one way out, are not at full capacity, so turning to yield will not work in the future. Lastly, she said Natura Boulevard cannot be widened in the future due to the wall.

Charles Ryan, 512 Natura Avenue, Deerfield Beach, expressed concerns for those that will be affected by this project and asked that the neighboring resident's safety be considered. Further, he suggested all lanes on northbound Natura be allowed to go at the same time.

Pamela Ethridge, 608 SW Natura Boulevard, Deerfield Beach, agreed that Natura Boulevard is used as a short cut. Thereafter, she expressed concerns with the current and future traffic. Lastly, she disagreed with this project occurring at the same time as the SW 10th Street Project.

Tom Caputi, 405 SW Natura Avenue, Deerfield Beach, spoke in support of development and growth, as long as its well planned, well thought out, and does not have a negative impact on the quality of life. Thereafter, he commented on the rezoning application, as it's going to be higher than what is currently allowed. Further, he does not want over development affecting the underground infrastructure, i.e. water, sewer, and drainage lines. Lastly, he commented on the parking allocations, which need to be revisited as they do not fit with the times.

Jim McGuire, 608 SW Natura Boulevard, Deerfield Beach, expressed concerns with the one turn lane on Natura Boulevard, going west on Hillsboro Boulevard, and suggested that two turn lanes be installed as it will help push the cars through quicker. Further, he said emergency vehicles must have room to maneuver through the area as well. Thereafter, he continued expressing concerns regarding the traffic.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the traffic study being conducted during COVID and expressed concerns with the height of the development. Further, he suggested that the City require the redevelopment of the office buildings prior to the development of the residential building.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked what type of variances will be given for this development.

Bob DiChristopher, 517 NE 6th Avenue, Deerfield Beach, said although he agreed that this is a perfect location for a mixed-use development, why can't these proposals come from the City and not a developer. Further, he said extending the turn lane, and making the green signal time longer will impact the traffic on Hillsboro Boulevard. Thereafter, he commented on the height of the residential building and traffic study.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on the community enhancements, whereby, if additional sidewalks are needed, they should be installed by the City; the contribution to Oveta McKeithen is not enough; and if the \$500 per unit is a one time cost, then it is not enough. Although she agreed that the area needs to be improved, she spoke in opposition to the amount of traffic this development will bring. Lastly, she said adding businesses will not create havoc, but the addition of the residential component will.

PUBLIC HEARING - FIRST READING - CONTINUED

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the proposed project, as the developer is willing to work with the neighborhood.

Commissioner Hudak temporarily left the meeting at 8:12 p.m. and returned at 8:14 p.m.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for clarification on lengthening the lane, as she is concerned it will impact the park. Further, how many cars will the lane hold when it is lengthened. Thereafter, she expressed concerns with the traffic and suggested that an additional study be performed.

Cristina DiChristopher, 517 NE 6th Avenue, Deerfield Beach, expressed concerns with the comments outlined in the development plan application.

April Bolowich, 899 NE 4th Street, Deerfield Beach, said the area is already unsafe, and adding additional cars will make it worse.

Genie Danner, 530 SW Natura Avenue, Deerfield Beach, provided a brief explanation as to how she leaves her residence, which is a nightmare. Thereafter, she commented on trash pickup which is lagging and additional development will create more of a lag.

Aaron LoCascio, 615 SE 12th Avenue, Deerfield Beach, spoke in support of the proposed development as development and redevelopment need to occur, and agreed that this project will improve the area; nevertheless, the neighboring residents do have real concerns which should be taken into consideration.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, said he remembers when Natura was built, which was not wanted. Furthermore, he has seen many developments brought forward throughout the years, which people thought would impact the roads and didn't.

Mayor Ganz closed the public hearing.

Mr. Mele answered questions/comments/concerns posed by the public. He provided a brief overview of the steps taken prior to the applications coming before the Commission. Further, he said the Planning & Zoning Board asked the applicant to ensure the crosswalk location was safe and to see if the crosswalk could be lit underground; to see if a no U-turn sign could be placed at the corner of Natura Boulevard and Natura Avenue, whereby, the City's engineer must make the request; and that the signal timing be re-evaluated after the building receives its CO and is occupied. He said the property has four access points, with two being at a median; whereby, a right turn lane will be installed on Hillsboro Boulevard. Mr. Mele said regardless of when a traffic study is performed, there is always an adjustment made based on a DOT formula. He stated that all facilities will either be re-built or newly built; thereafter, he reiterated each Phase of construction. Mr. Mele said the development agreement will outline the number of units, so additional units will not be added. In addition to the monies allocated for Oveta McKeithen, the various offsite construction and contributions to various programs account for over \$3 million, as well as monies allocated toward city impact fees. Lastly, he said the drainage and sidewalk improvements were requested by city staff.

Vice Mayor Parness stated that many properties are built by developers, which is normal. Thereafter, he commented on the growth of Deerfield Beach and the importance of development. Further, he said if issues arise once the development is established, changes can be made, as it's been done in the past.

Commissioner Preston said he lives in close proximity to the proposed development, and also drives on the surrounding roadways, so he understands everyone's concerns. Further, he said no one asked for the project not to be developed, they just asked that the issues be mitigated, which the developer should take into consideration.

Mayor Ganz said this commission has the ability to say no, which has been done on previous applications. Furthermore, the City does develop, i.e. Pioneer Grove, but development is usually developer driven; nevertheless, this commission ensures that each development proposal fits the needs of Deerfield Beach

PUBLIC HEARING - FIRST READING - CONTINUED

and it's residents. He explained that this project will have some type of impact because you are going from nothing to something. Thereafter, he commented on other projects, i.e. Sandpiper, that were not wanted due to traffic concerns; however, complaints have never been made. Although change is scary, it must happen and redeveloping is a necessity; nonetheless, he agreed with re-evaluating the traffic patterns to ensure it improves the situation, and also suggested re-evaluating the extension of the lane as it may impact the park, as well as other areas.

In response to Mayor Ganz's questions, Eric Power, Director of Planning & Development Services, replied that he is unaware of any non-conforming height issue for the existing building, but will research and advise accordingly. The proposed building is measured from the flat roof but there may be a stairwell, elevator shaft, etc. Further, he said the height requirements for this area is currently 75 feet, but PDD allows the applicant to request their own height.

Mayor Ganz agreed that this area needs to be improved, and asked that staff contact FDOT and advise them to remove their materials, which are located on the eastside of I-95 and Hillsboro Boulevard. Further, he reiterated the need for redevelopment, as the City must grow. Thereafter, he thanked everyone for attending and providing their input and expressing their concerns.

Commissioner Hudak thanked all for attending and ensured the residents that this commission understands as these projects affect them as well. Further, he said this commission will ensure this project impacts the community in a positive way.

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 Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz

Nays: 0

PUBLIC HEARING - SECOND READING

2. P.H. 2024-041: ORDINANCE 2024/002 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 2-26 "CRIMINAL HISTORY BACKGROUND CHECKS" FOR CERTAIN ADVISORY BOARDS AND COMMITTEES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

There was a brief recess at 9:10 p.m. and reconvened at 9:13 p.m.

The Ordinance was read by title only.

Horace McHugh, Deputy City Manager, highlighted a brief PowerPoint presentation. He explained that during first reading, the Commission asked to include the Planning & Zoning Board, pension boards, if permitted by law, and an appeals process. He explained that the pension boards are still under legal review; nonetheless, a separate ordinance would be required because the pension boards do not fall under Chapter 2. Furthermore, the police and fire pension boards are not advisory boards and are regulated by F.S. 175 and F.S. 185, which dictates their membership. Thereafter, he briefly outlined which boards the proposed ordinance is applicable to, as well as the offenses the Level II Background Check includes. He explained that the Level II does not include misdemeanors, i.e. petty theft, vandalism, etc., nor infractions, i.e. speeding, etc.

Continuing, Mr. McHugh said a member would qualify for an appeal if the proposal is within three years of satisfaction of felony sentence/conditions or if the initial felony was subsequently downgraded to a misdemeanor. A member would not qualify for an appeal if it's fewer than three years after satisfaction of felony sentence/conditions or it's a sexual offense that deems an individual to be a sexual predator, sexual offender, or career offender. Thereafter, he outlined the appeal process.

PUBLIC HEARING - SECOND READING - CONTINUED

Mayor Ganz opened the public hearing.

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

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition of the Ordinance, as the original language was not well received by some.

Mayor Ganz closed the public hearing. Further, he stated that the original language is outlined in other existing ordinances. Although this ordinance was originally geared toward protecting children and the elderly, he spoke in support of including the Planning & Zoning Board. He said background checks are not a cure all, but putting this ordinance in place is a step in the right direction.

Commissioner Preston reiterated his opposition to this ordinance, as it's extremely invasive. He said these are volunteer positions, and this is creating a solution looking for a problem. Lastly, he said the appeals process should include a 2 - 3 member committee, not the special magistrate.

Vice Mayor Parness spoke in support of the Ordinance.

Commissioner Hudak said this Country was built on second chances; therefore, if someone has turned their life around, they deserve an opportunity to give back, but this commission also has an obligation to protect the community. Thereafter, he spoke in support of the Ordinance, especially with the addition of the appeals process.

Thereafter, discussion ensued regarding the Level II Background Checks.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Drosky, to approve Item 2, adopted Ordinance 2024/002. Roll Call:

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

PUBLIC COMMENT

Toula Amanna, 5030 SW 109th Avenue, Davie, commented on the lawsuit between the Deerfield Beach Café and City, as well as events that transpired during the course of the pier restaurant lease negotiations. Thereafter, she said her machine to grind garbage is broken and asked if she can repair it at her own expense.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on the Commission Workshop, which addressed code compliance. He suggested that staff look into other amnesty programs and spoke in support of adding additional code compliance officers. Thereafter, he outlined the pros and cons of bringing code compliance services inhouse. Lastly, he suggested streamlining the permitting process to make it more efficient.

Katy Freitag, 318 SE 2nd Street, Deerfield Beach, asked what the Commission's vision is for the future. Thereafter, she commented on smart development and the importance of ensuring new development fits the need of Deerfield Beach.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the Black Heritage Banquet, which he is unable to attend, so he would like to give his tickets to Commissioner Preston. Thereafter, he commented on the new beach garbage cans, as well as various situations that have occurred in the past involving previous elected officials and city staff.

Mayor Ganz responded to comments made by the public.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 3 - 6; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Items 3 - 6 in concert. Roll Call:

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

Nays: 0

3. **Resolution 2024/015 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, designating the City Manager as the certified officer authorized to execute all documentation relating to environmental reviews associated with Community Development Block Grant Fund and Home Investment Partnership Program Projects; authorizing the City Manager to designate an environmental officer to oversee environmental review tasks to comply with 24 CFR Part 58 of the Code of Federal Regulations; providing for implementation and an effective date.**
4. **Resolution 2024/016 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Facility Use and Grant Agreement and Renewal Agreement with DPR Enrichment Association for Academics and Athletics, Inc. to include 7 on 7 football; ratifying execution of the First Amendment; providing for implementation and an effective date.**
5. **Resolution 2024/017 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim & Creed, Inc. to provide professional engineering services related to the Wastewater Collection System Radio Communication Replacement Project in an amount not to exceed \$45,221.00; providing for execution and an effective date. (*Fund from Account #401-5030-53-63-099 - Other Professional Services*)**
6. **Resolution 2024/018 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim & Creed, Inc. to provide professional engineering services related to SCADA programming and support at the West Water Treatment Plant in an amount not to exceed \$75,000.00; providing for execution and an effective date. (*Fund from Account #401-5020-53-33-099 Other Professional Services*)**

DEPARTMENTAL BUSINESS

7. **Resolution 2024/019 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2024-06-PC for the City Hall Building Hardening Project to Sleiman Construction, LLC; authorizing the execution of a contract with Sleiman Construction, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$1,567,865.80; and providing an effective date. (*Funds from Account #358-5060-519-61-12 - City Hall Renovations Construction*)**

The Resolution was read by title only.

David Santucci, City Manager, outlined various projects that have been completed due to the 2018 Revenue Bond. Thereafter, he provided a brief overview of the City Hall Building Hardening Project.

Priscilla Cygielnik, Director of Environmental Services, said the scope of the project includes hardening and strengthening the existing building by removing all existing windows, doors, and shutters and replacing them with impact resistant; patching and repairing damaged interior and exterior walls and repainting; removing existing wood framed roof structure and replacing it with a metal deck over steel joists and a new 60 mil TPO roofing system; anchoring mechanical equipment; and remodeling the lobby entrance. The Hazard Mitigation Grant Program will partially fund the project, whereby, the remaining funding will come from the 2018 Revenue Bond. Thereafter, she outlined the procurement process. Lastly, staff is recommending to execute a contract with Sleiman Construction, LLC.

DEPARTMENTAL BUSINESS - CONTINUED

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

Commissioner Drosky said this building is in dire need of a tear down in lieu of a hardening; nevertheless, he will support the project. Thereafter, he commented on other City's he's visited, as well as those that have rebuilt their city hall. Further, he said throwing money into this building seems wasteful but he understands how long government takes.

Commissioner Hudak agreed, but stated that there were many projects that were accomplished with the 2018 Revenue Bond, which he is extremely proud of.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 7, adopted Resolution 2024/019. 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**

Pre-Grant Requirement Meeting - David Santucci, City Manager, said the meeting will take place at the Central City Campus on February 7th. Thereafter, he briefly outlined the grant which will come before the Commission for their approval on February 20, 2024.

Special City Commission Meeting - Mr. Santucci said the meeting will take place on Tuesday, February 13th in the City Commission Chambers at 7:00 p.m. Thereafter, he briefly outlined the agenda.

School Board Meeting - Mr. Santucci provided a brief overview of the discussions that transpired at the February 2nd meeting. Thereafter, he said all upcoming meetings will be added to the Elected Officials calendars.

CITY COMMISSION BUSINESS

- 8. Resolution 2024/020 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing participation in a lawsuit seeking a declaration that the provisions of Section 112.144(1)(d), Florida Statutes, that require Municipal Elected Officials to file Form 6 Financial Disclosure Forms is unconstitutional and invalid; providing for an effective date.**

The Resolution was read by title.

Anthony Soroka, City Attorney, provided a brief overview of the item. He said 20 cities thus far who have approved a resolution and have decided to join the lawsuit, whereby, 46 elected officials from those cities have decided to join on an individual basis in their individual capacity. Further, he said the agreement is for a flat fee of \$10,000.

Commissioner Hudak spoke in support of the item, as the Form 6 is grossly intrusive. Although he understands that state elected officials file the Form, but they are at a different level, whereby, municipal elected officials are extremely active within their communities.

Commissioner Preston said he was the one that asked that this be brought forward; therefore, he supports the Resolution.

Commissioner Drosky agreed that the Form 6 is intrusive, whereby, Sun-Sentinel reported that over 125 elected officials, statewide, have resigned; however, he spoke in opposition to the Resolution because

CITY COMMISSION BUSINESS - CONTINUED

when it was first required by state legislatures, they also filed a lawsuit and lost, so he does not see the legal merit to it.

Mayor Ganz thanked Commissioner Preston for bringing this forward. Thereafter, he provided a brief explanation as to why this requirement was brought forward. Further, he said this form will scare many away and, in the end, it will prevent citizens from having good representation. Thereafter, he spoke in support of the Resolution.

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 Commissioner Hudak, to approve Item 8, adopted Resolution 2024/020. Roll Call:

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

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK (DISTRICT 1) - None****COMMISSIONER PRESTON****DISTRICT 2**

Black Heritage Banquet - Commissioner Preston thanked Mr. Herz for the tickets. Thereafter, he would like to thank those who purchased tickets, as the event is sold out. Lastly, he thanked staff for their efforts with finding the speaker.

VICE MAYOR PARNES (DISTRICT 3) - None**COMMISSIONER DROSKY****DISTRICT 4**

School Resource Officer Contract- Commissioner Drosky said the Broward League of Cities has been working with the Broward County City Manager's Association and the Police Chief's Association on a revised contract with the School Board for the reimbursement of School Resource Officers (SROs). Furthermore, a contract has been finalized and will be disseminated shortly. Although it's not exactly what we would have hoped for, the School Board has agreed to increase funding at 5%, each year, for the next three years.

Valentine's Day - Commissioner Drosky wished all a Happy Valentine's Day.

MAYOR GANZ

Broward County Commission Meeting - Mayor Ganz thanked staff for attending the meeting, whereby, the County Commission tabled the Waste Management item.

BSO Presence - Mayor Ganz said speeding is still an issue, so he encouraged police presence.

Black Heritage Banquet - Mayor Ganz said the event is amazing and he suggested purchasing the tickets sooner in the future because it does get sold out.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to adjourn the meeting at 10:25 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

Tuesday, February 13, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

Present:

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

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

APPROVAL OF THE AGENDA

February 13, 2024

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. Resolution 2024/021 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a parking license agreement with Beefree, LLC d/b/a Freebee for the use of five parking spaces at the Fire Rescue Station located at 928 E. Hillsboro Blvd. for charging, parking and storage of electric vehicles used to provide on-demand rideshare services within the City's Community Redevelopment Area; authorizing execution of the License Agreement; providing for severability, implementation and an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, explained that as part of the Freebee rideshare service, a location is needed to park the vehicles when they are not in service, whereby, when the vehicles are in service, the drivers will

DEPARTMENTAL BUSINESS - CONTINUED

park their personal vehicles in the same location. Thereafter, a photograph of the location was displayed, which will be Fire Station 4, as it is an underutilized parking area.

In response to Mayor Ganz's questions, Mr. Santucci replied that the parking is for firefighters and city employees, but they do not park in this specific area; they mainly park in front of the building. Further, he said portions of the Police Athletic League (PAL) will be moved to the Tigner Center. Lastly, there will not be any overflow issues.

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

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 1, adopted Resolution 2024/021. Roll Call:

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

Nays: 0

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 7:07 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

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
December 14, 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
Harry Belton, Chair

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

Absent: Tinka Ellington

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Cummings to approve the November 30, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7117 Ocean Ridge Paradise
441 NE 20th Avenue
Paint Change**

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

Eugene Jamroz, applicant, provided renderings of the proposed changes to the two-story building, which include replacing the rotting siding on the second story and painting the exterior: Neutral Ground for the first floor, Upward for the second floor; the existing roof will remain.

Mr. Cummings suggested including an additive to the paint that prevents mold and moss.

Mr. Hugentugler made a motion, seconded by Mr. Cummings to approve Item #7117 as submitted. The motion CARRIED by unanimous vote.

**#7114 The Cove Marina
1756 SE 3rd Court
Paint Change**

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

Denise Buzzelli, applicant, stated that the building will be painted to match the newly-renovated neighboring restaurant; Chantilly Lace for the exterior and Surf City for the trim. A matching awning and epoxy flooring will be installed.

Mr. Hugentugler made a motion, seconded by Mr. Cummings to approve Item #7114 as submitted. The motion CARRIED by unanimous vote.

**#7115 Corkys Warehouse
109 SE 3rd Court
Minor Site Plan – Landscape Improvements**

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

Carol Perez, applicant, provided a landscape beautification plan, which meets code requirements. Proposed installations include green buttonwoods on the west side of the property along the railroad tracks, hedge material around the vehicle use area, and ground coverage around existing trees.

Mr. Mantell advised that the City Forester has reviewed the plans.

Mr. Hugentugler made a motion, seconded by Mr. Cummings to approve Item #7115 as submitted. The motion CARRIED by unanimous vote.

**#7116 Hillsboro Center
600-700 Hillsboro Boulevard
Major Site Plan – Planned Development District**

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

Juan Caycedo, applicant, presented the proposed major site plan for a mixed-use property consisting of office buildings and a multi-family residential building in order to make the site more cohesive and pedestrian friendly. Infrastructure improvements include internally connecting Hillsboro Boulevard and Natura Boulevard; whereby, the traffic study conducted by the County stated that it will help alleviate traffic on Natura Boulevard. Amenities will include two courtyards, a small park, three art installations, and a parking garage.

Furthermore, Mr. Caycedo explained that Phase I of the project will include removing existing sub-standard office buildings and a portion of the 700 building on the south side of the property to make room for the internal roadway. Phase II will consist of making improvements to the existing 600 building. Phase III will be the construction of a proposed retail office building to enhance the pedestrian experience, and Phase IV will focus on constructing additional office space on top of the one-level deck garage connected to the 600 building. Design elements such as manufactured wood and brick accents will be articulated to avoid repetitiveness on the façade. The exposed south side portion of the parking garage will utilize the same design elements. The existing office buildings will be improved with similar materials but not identical to the apartments in order to create separation between them, and wood trellises and eyebrow features will be implemented.

Brian Mule, landscape architect, provided the landscape plan which will bring the property up to code. All perimeter vegetation is to remain. The Sylvester date palms, gumbo limbo trees, and sabal palms that are currently at the west side main entrance will be relocated and buffer landscaping will be installed but will not take away from visual appeal.

Christopher Suneson, Assistant Director of Planning and Development Services, advised that Phase III and IV are conceptual in nature and do not have enough detail for board approval. The goal is to have the architectural features harmonize with the rest of the site, which is why the Board is seeing them but should be reserved for board approval at a later date. He recommends the Board vote on Phase I, which includes plans for the multi-family building, 700 building, improvements to Natura Boulevard, pedestrian area, and demolition of the sub-standard office building. He suggested that the Board approve Phase II with the stipulation that the exterior architecture plans be updated with the same level of detail as the Phase I plans.

Mr. Hugentugler made a motion, seconded by Mr. Cummings to approve Item #7116 with the stipulation that the approval is for Phase I and II only, and that more detailed building elevations will be submitted for Phase II comparable to that of Phase I. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, wished the Board happy holidays.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, advised that they are actively seeking members for the Board. Additionally, he is unsure if a meeting will be held in early January.

ADJOURNMENT

Mr. Hugentugler made a motion, seconded by Mr. Cummings to adjourn the meeting at 8:11 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
January 24, 2024**

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 7:01 p.m. in the City Commission Chambers, Deerfield Beach, by Heather Montemayor, City Clerk.

Roll Call:

Present: Joseph Cummings, Alternate
Tinka Ellington
Jack Hugentugler

Also Present: Daniel Mantell, Planning and Zoning Manager
Emily Cortez, Assistant Planner
Rafaela Thermidor, Planner
Debra Reese, Assistant City Attorney
Samantha Charlemont, Assistant City Clerk
Heather Montemayor, City Clerk

Absent: Harry Belton, Chair

Motion was made by Ms. Ellington, seconded by Mr. Hugentugler to appoint Mr. Cummings as Interim Chair. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES OF PREVIOUS MEETING

Chair Cummings suggested deferring the approval of the minutes to the next meeting.

Motion was made by Ms. Ellington, seconded by Mr. Hugentugler to defer the approval of the December 14, 2023 meeting minutes to the next meeting. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7119 Fat Tuesday
2060 NE 2nd Street
Paint Change**

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

Gustavo Cala, applicant, provided renderings of the proposed changes and advised that the paint color will change to purple.

Mr. Mantell replied that the property is in the Cove Overlay District, whereby, the Code allows for colors such as pale yellow, white, egg shell, beige, coral, mint, pale green, pale pink, and pale blue. He stated that purple is not allowed within the Cove Overlay District; however, it is a brand color of Fat Tuesday's.

Chair Cummings provided a brief overview of the requirements for the Cove Overlay District, whereby, the proposed color, purple, is not consistent with the area. Thereafter, he asked for clarification regarding the installation of the sign.

Mr. Cala replied that the sign has been approved and has already been installed.

Ms. Ellington recommended that the applicant use the teal color that is utilized within their logo.

Mr. Cala stated that purple is the trademark color of Fat Tuesday's.

Ms. Ellington spoke in opposition to the purple, whereby, the Board must ensure that applications adhere to the City's guidelines.

Chair Cummings said it is not uncommon for cities to have stringent guidelines in specific areas, i.e. coastal and historic. He recommended that the applicant withdraw the application and come back with a different color.

In response to board member questions, Debra Reese, Assistant City Attorney, replied that the board could motion to continue the item to a certain date that would work for the applicant, so that the whole application does not have to be withdrawn.

Ms. Ellington reiterated the use of the teal color outlined in the logo, or possibly selecting a lighter color that is similar.

Ms. Ellington made a motion, seconded by Mr. Hugentugler to table Item #7119 until February 28, 2024, so the applicant can bring forward a different color selection. The motion CARRIED by unanimous vote.

**#7122 MUST University
70 SW 10th Street
Paint Change**

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

Alejandro Restrepo, applicant, provided renderings of the proposed changes, which include painting the exterior walls and shutters white, fascia trim and window frames blue.

In response to board member questions, Mr. Restrepo replied that the roof tiles are in good condition and will not be painted. Furthermore, the selected paint color is one of the primary colors in their logo.

Mr. Mantell commented on the issues surrounding the painting of gutters. Furthermore, he explained that the properties in the Pioneer Grove District must comply with the design standards outlined in Section 78-7 of the City's Code.

Mr. Restrepo replied that there is no issue with complying to those standards and the gutters will remain white.

In response to board member questions, Mr. Restrepo replied that they are moving from Boca Raton to Deerfield Beach, which is very exciting. Furthermore, he said MUST University is an online institution offering eight master degrees. Thereafter, he provided a brief overview of the University and stated that they look forward to serving the local community. Lastly, he stated that the neighboring businesses were taken

into consideration when the paint color was decided. Thereafter, photographs of the surrounding businesses were displayed.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7122 with the stipulation that the gutters would not be painted blue and will stay in compliance with City Code Section 78-7. The motion CARRIED by unanimous vote.

**#7120 Deerfield Mansards
 103 – 163 N Powerline Rd
 Re-Roof**

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

Michael Critchley, applicant, provided renderings of the proposed changes to re-roof mansards in commercial plaza to metal (charcoal grey). Thereafter, sample materials were presented to the Board.

Ms. Ellington made a motion, seconded by Mr. Hugentugler to approve Item #7120 as submitted. The motion CARRIED by unanimous vote.

**#7095 Bennet Marine
 550 Jim Moran Blvd
 Minor Site Plan Amendment**

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

Andrew Weissing, applicant, provided renderings of the proposed changes, which include the addition of covered parking to the rear north elevation and removing the loading well.

In response to Mr. Weissing's comment, Mr. Mantell said parking of compact cars was never mentioned during the preliminary discussion or Development Review Committee (DRC) process.

Mr. Weissing clarified that the covered parking would be forklift and material handling.

In response to board member questions, Debra Reese, Assistant City Attorney, replied that a stipulation could be put in place stating that compact cars are prohibited to be parked in the covered area.

In response to board member questions, Mr. Weissing replied that there will be significant changes to the landscaping, whereby, nine canopy trees, six flowering trees, 156 hedges, 250 shrubs, and 30 ground cover will be added to the site.

Mr. Mantell said the landscape plans were reviewed and approved by the City's Urban Forester.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7095 with the stipulation that the building is limited to parking for equipment only. The motion CARRIED by unanimous vote.

**#7103 Quiet Water Shoppes
 401 – 415 Powerline Rd.
 Master Sign Plan**

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

Susan Bogen, applicant, provided renderings of the proposed changes to the Master Sign Plan, which will provide a uniform set of standards for all tenants to follow. She explained that logo symbols will be permitted; however, logo size cannot exceed the height of the letters, which will be white, faces and trimcap white and returns black. The font will be Helvetica and color Avery A700 Vivid Blue.

Ms. Ellington made a motion, seconded by Mr. Hugentugler to approve Item #7120 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach Assistant City Attorney

Debra Reese, Assistant City Attorney, wished the board Happy New Year.

Comments by Deerfield Beach Planning and Development Services Department

Daniel Mantell, Planning and Zoning Manager, said meetings will be held on February 14, 2024 and February 28, 2024.

ADJOURNMENT

Mr. Hugentugler made a motion, seconded by Ms. Ellington to adjourn the meeting at 7:37 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Meeting Minutes Community Redevelopment Agency

Wednesday, January 10, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

Present:

Mr. Todd Drosky
Mr. Michael Hudak
Mr. Ben Preston
Chair Bill Ganz

Also Present:

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

Absent:

Vice Chair Bernie Parness

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - December 12, 2023

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to approve the December 12, 2023 minutes as submitted. Voice Vote:

Yeas: 4 - Mr. Drosky, Mr. Hudak, Mr. Preston, and Chair Ganz

Nays: 0

APPROVAL OF AGENDA

January 10, 2024

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

Yeas: 4 - Mr. Drosky, Mr. Hudak, Mr. Preston, and Chair Ganz

Nays: 0

GENERAL ITEMS

1. Discussion regarding micromobility.

Kris Mory, Director of Economic Development, said there has been a re-emergence of solicitations from micromobility vendors with the approval of the Freebee rideshare program. Thereafter, she highlighted a brief presentation. Micromobility is transportation using electric bikes and scooters that can be borrowed as part of a self-service rental program. The micromobility pros consist of last mile transport, clean energy, reduction of traffic congestion, no need to repark for second destination, and it can be a district amenity. The cons consist of accidents, injuries, fatalities, which can lead to liability issues, as well as storage litter, lack of wide sidewalks and bike lanes in Deerfield Beach, and Hillsboro Bridge difficulties. Further, the current ordinance, which was adopted in 2019, does not allow for motorized scooters on public streets or roadways within the City; however, due to the launch of Freebee and competition in the transportation market, it is being brought forward for reconsideration.

Mr. Drosky asked that this be brought forward not necessarily for reconsideration, but for consideration, due to the Freebee program. Further, he said when he attended the National League of Cities conference, there was a huge turnout from the micromobility/scooter companies. He stated that the project may or may not be for Deerfield Beach, but he wanted it brought forward to see if there was any interest in discussing it further. Although he understands the cons of the program, one of the companies is willing to attend a future meeting to address any questions/comments/concerns posed by the Board. Mr. Drosky reiterated that it may not be a program for this city, but with the Freebee program, he wanted to bring it forward for board consideration.

Mr. Hudak said he is open to new ideas and concepts but spoke in opposition to micromobility, whereas, the beach is only a mile long, and he does not feel it would be a good fit for Deerfield Beach, nor the individuals who frequent the beach. Further, he said Hillsboro bridge is already extremely challenging and reiterated that micromobility is just not a good fit for this city, nor the beach goes.

Chair Ganz stated that finding alternative methods of transportation to cut down vehicular transportation is key; however, he agreed with Mr. Hudak, as this type concept doesn't make sense for Deerfield Beach. Thereafter, he commented on the issues that occurred when they were first introduced years ago. Lastly, he spoke in opposition to future exploration.

2. Discussion regarding parking enforcement in the Cove Shopping Center.

Kris Mory, Director of Economic Development, highlighted a brief presentation. Thereafter, she provided a brief history of parking at the Cove Shopping Center. Currently, the two-hour parking is not being enforced; ongoing issues, which include beach and island employee parking, weekend bicycle enthusiast parking, evening parking shortage, owners and employees park directly in front of stores, and back in parking that is creating traffic flow issues; and post-COVID issues, which include businesses claiming parking spaces, non-parking uses, and new businesses generating more demand; therefore, businesses are asking for solutions. Thereafter, a photograph depicting the two-hour parking spaces was displayed, whereby, per the City's ordinance the two-hour parking is only in effect from 9:00 a.m. to 6:00 p.m. Monday - Saturdays. Further, Ms. Mory said Code Compliance has begun enforcing the post-COVID issues, i.e. removing signage, games, tables, etc., and the addition of Freebee will help with the parking issues as well.

Continuing, Ms. Mory said staff is recommending the installation of parking kiosks throughout the Cove Shopping Center parking lot, as it would be a tool to enforce the two-hour parking, whereby, individuals would have to register their license plate; reinforce parking kiosks with parking app or QR codes; easy to identify two-hour parking by special space striping, as well as easy to identify wheel stops. Further, she said monies were not budgeted for this type program; nevertheless, the parking lot would require 13 kiosks and require monthly service charges, installation, and shipping - \$115,000; ongoing annual maintenance - \$13,000; signage is a cost that would need to be determined; striping and wheel stops - \$15,000; and other incidental costs, to include enforcement, processing software, payments, and citation processing. Ms. Mory said there is a long-term solution outlined in the five-year capital improvements plan, which is a structured parking facility.

In response to Mr. Hudak's question, Ms. Mory said she is unsure how many spaces a parking structure would accommodate, whereby, a feasibility study would need to be conducted.

In response to Mr. Hudak's question, Anthony Soroka, City Attorney, replied that the Cove Hotel Developers Agreement also included other owners of property within the Cove; therefore, it is still binding and enforceable until

GENERAL ITEMS - CONTINUED

January 2026. Further, he explained that since that time there was the right to prepay, so the City received all of the payments, but it does not affect the 10-year period upon which the City was restricted from charging for parking in the parking lot.

In response to Mr. Hudak's question, Ms. Mory replied that the ordinance can be amended to include the enforcement of two-hour parking on Sundays.

In response to Mr. Drosky's questions, Ms. Mory replied that the two-hour parking only includes the designated spots, whereby, the Ordinance would have to be amended to add additional spots; nevertheless, the interior parking spaces were not originally included because they were meant to be for employee and business owner parking. Further, she said if an individual does not register their vehicle, they will receive a ticket. Ms. Mory stated that 1,100 parking citations were issued at Sullivan Park last year to individuals who did not register their vehicle.

In response to Mr. Drosky's question, Rodney Brimlow, Director of Public Safety, replied that a citation is \$30.

In response to Mr. Drosky's comment, Ms. Mory stated that the parking garage charges \$25 for all day parking.

Mr. Drosky said he is amenable to the kiosk solution, whereas, in 2026 he would like to see that parking lot be paid metered parking. He stated that there is nowhere else in South Florida that has free parking east of Federal Highway; nevertheless, this is not a money-making situation, but a way to control the flow of traffic and parking. Furthermore, implementing the kiosks will allow individuals to get familiar with registering their vehicles, so should paid parking be implemented in 2026, individuals are not surprised. Lastly, Mr. Drosky spoke in support of amending the Ordinance to extend the p.m. hours and include Sundays.

Mr. Preston said he is unsure about amending the Ordinance, as Deerfield Beach is a small town, and the residents must be considered.

Chair Ganz said amending the Ordinance and implementing the kiosks will help our struggling businesses. Further, he disagreed with allowing free parking along the intracoastal because Deerfield Beach is a small town, whereby, non-residents use that parking lot as well; nevertheless, Deerfield Beach residents want to ensure that businesses in the Cove are thriving. Thereafter, he provided a brief history of the Cove parking lot. Chair Ganz said this board must look out for the residents, and give them accessibility to popular restaurants and businesses in the Cove.

Mr. Hudak agreed, whereby, businesses in the Cove, and all throughout the CRA are struggling, and the main issue is the lack of parking. Thereafter, he briefly commented on the Freebee program. Further, he said individuals, who mainly are not city residents, are taking advantage of the free parking, which is adversely affecting the Cove businesses. Thereafter, he provided examples of how individuals are taking advantage of the free parking at the Cove. Mr. Hudak said a solution must be established, whereby, the parking lot is not for beach goers, but for the businesses. Lastly, he does not believe anything is being taken from the residents, whereby, the parking lots are being re-evaluated to ensure they are being properly utilized.

Mr. Preston said the business community should always be thought of; nevertheless, the residents must be considered as well. Further, he said there has not been any evidence or a survey done stating that those who park at the Cove are non-city residents. Lastly, Mr. Preston stated that he does not want ordinances or the implementation of rules and policies to be heavy handed; nonetheless, he agreed that businesses must be protected.

Chair Ganz spoke in support of implementing the kiosks for free parking.

3. Discussion regarding a retail attraction strategy.

Kris Mory, Director Economic Development, highlighted a brief presentation. She said the CRA is experiencing a post-COVID retail environment and brick and mortar stores are having a hard time surviving. Thereafter, various photographs of brick-and-mortar vacancies were displayed. Further, Ms. Mory suggested modifying the Commercial Façade Program and offering window displays, a mini façade, i.e exterior signage, lighting, etc., or interior tenant improvements. She also suggested establishing a framework for retailers to contribute to the Freebee rideshare in lieu of parking, which would need further research and program policies for future consideration. Additionally, an incentive program could be established; and marketing could be conducted through social media, influencers, and

GENERAL ITEMS - CONTINUED

collaboration. Ms. Mory outlined the budget implications, micro façade - \$100,000 and marketing, which can be done on a limited budget by contracting with a social media marketer. Lastly, she said these ideas are things that have not been done in the past, but could be implemented in the future to be more competitive in the retail market.

Mr. Hudak said the CRA has been focused on infrastructure, which has done amazing; however, with the CRA sunset, this board must try to increase its programming to attract new businesses. Further, he spoke in support of the Freebee option, as there have been businesses who could not open due to the lack of parking. Mr. Hudak also spoke in support of an incentive program, i.e. tax break to bring in new businesses. Although parking is a challenge, other challenges exist, which must be identified, so we all have an understanding as to why businesses are not coming to Deerfield Beach, and why the current ones are struggling. Mr. Hudak suggested beautifying those vacant spaces, as some are deplorable. Lastly, he said ideas must be developed to attract businesses because it is vitally important to the lifeline of Deerfield Beach.

Chair Ganz spoke in support of a mini façade program and asked that the framework be established by the next meeting. He would like a rideshare framework for parking to be established in two months. Further, Chair Ganz said an influencer is only going to be effective for existing businesses, whereby, they cannot help with vacancies; nonetheless, he asked what staff is currently doing to bring businesses into the CRA to fill these vacancies. Thereafter, he commented on projects occurring in Boca Raton.

Ms. Mory said the CRA does not perform active marketing but the City performs proactive marketing; whereby, small business marketing is done through the Chamber of Commerce and city staff has regular outreach with commercial brokers. Further, the CRA has one on one relationships with most of the property owners, so when they need assistance, it is provided. She explained that CRA staff, regularly, reaches out to many of those vacant property owners to see what can be done.

Chair Ganz said the CRA is not going to be a solution for these businesses; therefore, he suggested seeking individuals who are looking for areas to establish their business and connect them with the owner. Further, he agreed that things must change and stated that filling those spaces should be our number one priority in the coming year.

ADMINISTRATION COMMENTS

4. Update regarding the launch of Freebee Rideshare.

Kris Mory, Director of Economic Development, said there is an underutilized parking lot on the north side of Fire Station 1, which will be used to store the Freebee Tesla's when they are not in use. Furthermore, staff has determined how to bring power to the site. Ms. Mory said the launch of the program will be no later than March 15th.

5. Update regarding the S-Curve Utilities Undergrounding and Streetscape Improvements Project.

Kris Mory, Director of Economic Development, said the S-Curve does not look good right, whereby, the sidewalks are torn up; nevertheless, staff is doing their best to stay on top of certain things, i.e. trash pickup. Further, she said a sign will be installed in the swale area to identify that it's a CRA beautification project.

Chair Ganz suggested posting the renderings of the final product.

PUBLIC COMMENT

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, said the parking at the Cove, as well as at the beach must be enforced and properly monitored. Further, she said parking at the Cove should not be utilized by employees, but stated that employee parking should be free.

BOARD COMMENTS

Fire Station 75 - Mayor Ganz asked that the parking lot be resurfaced. Also, there is a parking space used to house barricades and he asked that it be open to the public.

BOARD COMMENTS - CONTINUED

There were no other board comments.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to adjourn the meeting at 8:08 p.m. Voice Vote:

Yeas: 4 - Mr. Drosky, Mr. Hudak, Mr. Preston, and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Regular City Commission Meeting - March 5, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, March 5, 2024, 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 March 5, 2024, 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 March 5, 2024 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 March 5, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83899508641?pwd=eHZZd3VWckFtaGMzUHJNRUk5dG92dz09>
 - 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: 838 9950 8641#, Participant ID: #, Passcode: 485579#

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 March 5, 2024, 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. 2024-78

Agenda Date: 3/5/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Deerfield Beach Christian Ministerial Association for the Easter Sunrise Service Special Event taking place on the beach sand north of the pier in front of the main beach parking lot at 149 SE 21st Avenue on March 31, 2024 from 6:00 am to 8:00 am; approving a waiver of fees; providing for an effective date. (Funds from Account #001-7015-579-35-74 - Special Events)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$790.92

Account Name: Special Events

Account Number: 001-7015-579-35-74

Background/History

The Deerfield Beach Christian Ministries Association is planning the annual Sunrise Service for Sunday, March 31, on the beach in front of the Main Beach Parking Lot area. This is a church service that is open to the public for free. The Application requests fee waivers for 80 parking spaces, the stage risers for the sand, staff for set up and break-down, and half of the generator cost. The total cost of the fee waiver request is \$790.92.

Location: Main Beach Parking Lot

Time: 5:00 am-8:00 am

Rate: \$1.67 x 3 hours

of Spaces: 80

Total: \$400.80

Stage Risers

Rate: \$150

Total:\$150

Half of the Generator Cost

\$40.12

2 Staff

Time: 5:00 am-9:00 am

Rate: \$25hr

Total: \$200

Total Cost: \$790.92

Current Activity

Community Events received a Special Event Application from Deerfield Beach Christian Ministerial Association for the annual Easter Sunrise Service on Sunday, March 31st, from 6:00 AM-8:00 AM on the north side of the Pier in front of the Main Beach Parking lot, 149 SE 21st Ave on the sand. Pastor Bowles requested the stage risers (20x20) and 80 parking spaces in the Main Beach Parking Lot. The City Commission has historically approved this request and the fee waiver.

Recommendation

Staff recommends the approval of the application and fee waiver.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY DEERFIELD BEACH CHRISTIAN MINISTERIAL ASSOCIATION FOR THE EASTER SUNRISE SERVICE SPECIAL EVENT TAKING PLACE ON THE BEACH SAND NORTH OF THE PIER IN FRONT OF THE MAIN BEACH PARKING LOT AT 149 SE 21st AVENUE ON MARCH 31, 2024 FROM 6:00 AM TO 8:00 AM; APPROVING A WAIVER OF FEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Deerfield Beach Christian Ministerial Association (the “Applicant”) intends to hold an Easter Sunrise Service event on March 31, 2024 from 6:00 a.m. to 8:00 a.m. on the beach sand north of the Pier in front of the Main Beach Parking Lot (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), there will be approximately 100 individuals participating in the Event, which will include musical instruments and a sound system; and

WHEREAS, the Applicant is requesting a waiver of fees for a total of approximately 80 parking spaces located in the Main Beach Parking Lot on March 31, 2024, for a total amount of \$400.80 (collectively, the “Parking Fees”) and a waiver of fees for use of stage risers in the sand, for half of the cost for the generator, and administrative staff cost in the total amount of \$390.12 (collectively, the “Incidental Fees”), for a total fee waiver of \$790.92 requested for the Event; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the waiver of the Parking Fees and Incidental Fees.

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 Event Application, including the waiver of the Parking Fees and Incidental Fees, subject to 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 appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information

Organization Name:	Deerfield Beach Christian Ministry Association	Today's Date:	2/1/2024
Contact Name:	Bishop Anthony Pelt	Email Address:	appastor74@gmail.com
Contact Phone (Home):	9547754667	Contact Phone (Cell):	9547754667
Address:	PO Box 305	Fax:	
City:	Deerfield Beach	State:	FL
		Zip Code:	33441
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:	Sunrise Service	Event Date:	March 31, 2024		
Event Address:	Beach in front of Fire station #75	City:	Deerfield Beach		
State:	FL	Zip Code:	33441		
Event Category:	Other				
Purpose of Event:	Church Service to celebrate the resurrection of Jesus Christ				
Description of Event:	A church service, music, gospel reading and praise				
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	March 31	Sunday	5:00 am	6:00 am	
Event Day 1	March 31	Sunday	6:00 am	8:00 am	100
Event Day 2					
Event Day 3					
Break Down	March 31	Sunday	8:00 am	9:00 am	
# of years event has been in existence?	20+	Past Attendance:	100		
Previous Location(s):	Same space				
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:		Date:		Phone:	
Printed name of Property Owner:					

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? 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

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:

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 ***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: 	
	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:	
	Location:	Size:
	Description:	
	Directional Signs:	
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: a portable PA System	
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No	
	How are the proceeds being used? 	
	Name of benefiting organization: 	
	Contact Person: 	Contact Phone Number:



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Deerfield Beach Christian Ministry Assoc (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 1st day of February, of 2024

Applicant Signature

Anthony Pelt

Print Name

Pastor

Title

Witnesses

Signature

Tracy Haynie

Print Name

2/1/2024

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.

REQUEST TO WAIVE FEES FORM

City of Deerfield Beach

Notice:

- Organization must contact the Parks and Recreation Department prior to submittal of this to check availability of date(s).
- Requests must be received by the Parks and Recreation Department at least 30 days prior to start of activity/event.

ORGANIZATION INFORMATION:

Organization Name

Deerfield Beach Christian Ministry Association

Contact Person

Bishop Anthony Pelt

Mailing Address

PO Box 305

City, State, Zip Code

Deerfield Beach, FL 33441

Phone Number

954-775-4667

Organization Tax ID #

EVENT INFORMATION:

Start/Finish Date of Activity

March 31st, Sunday

Location

Beach in front of Fire Station #75

Activity Type

of Expected Attendance

Sunrise Service

How this event will positively impact DFB Community

This service will encourage and promote unity as we celebrate the resurrection of Jesus Christ. Uplifting music and words of love to be shared with and for ALL people.

SIGNATURE:

Signature of Applicant



Date

2/1/24

OFFICIAL USE ONLY

PARKS AND RECREATION

Date Received by Parks and Recreation:

Total of Fees being Waived:



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013176490C-6	10/31/2019	10/31/2024	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

RADIANT LIVING WORSHIP CENTER INC
4837 N DIXIE HWY
POMPANO BEACH FL 33064-4861

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-79

Agenda Date: 3/5/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting an easement from Natura, Inc. related to the replacement of the southern fence located along the boundary line at the Bernard Adams Municipal Complex; providing for implementation, conflicts and an effective date. (Funds from Account #001-5060-519-60-31 - Construction & Facilities - Improvement Other than Buildings & Account #450-4551-534-60-31 - Sustainable Management - Improvement Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$49,400

Account Name: Construction & Facilities - Improvement other than Buildings

Account Number: 001-5060-519-60-31

Secondary Account Name: Sustainable Management - Improvement other than Buildings

Secondary Account Number: 450-4551-534-60-31

Background/History

There is currently a fence on the south side of the City's Bernard Adams Municipal Complex (formerly the Central City Campus) located at 401 SW 4th Street in Deerfield Beach. This fence is in poor condition and is the only fence that secures the south side of the Complex. The City received complaints from the adjacent property owner, Natura, Inc., concerning the condition of the fence. The City prepared a survey in preparation to replace the fence and discovered the fence resides on the adjacent property. It is infeasible to add a fence on the southern boundary of the city property as this will encroach into an overhead powerline easement and preclude the ability to maintain the easement. For this reason, it is deemed to be in the City's best interest to secure the Complex and request an Easement from Natura, Inc. to replace the fence in its current location.

Current Activity

As part of the easement request, the City agrees to install and maintain this new fence in accordance with City standards on the Easement Property. The City agrees to install these improvements at its sole expense and will be responsible for costs and expenses associated with its continued maintenance and repair and for keeping it in good condition. In the event the City removes the improved fence from the Easement Property, the City will restore the surface condition of the Easement Property to its original condition.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve and accept this Easement to install a fence along the southern boundary of the Complex for the City's benefit to secure the facility.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA, ACCEPTING AN
EASEMENT FROM NATURA, INC. RELATED TO THE
REPLACEMENT OF THE SOUTHERN FENCE LOCATED
ALONG THE BOUNDARY LINE AT THE BERNARD ADAMS
MUNICIPAL COMPLEX; PROVIDING FOR
IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, Natura, Inc. (“Grantor”) is the owner of property located at 600 SW Natura Avenue in Deerfield Beach (the “Property”), which is adjacent to the City’s Bernard Adams Municipal Complex (formerly known as the Central City Campus) (the “Complex”); and

WHEREAS, there is currently a fence on the south side of the boundary of the Complex, which fence is located on the Grantor’s Property; and

WHEREAS, the City of Deerfield Beach (the “City”) and Grantor desire to replace the fence on the Grantor’s Property, consisting of the area depicted on Exhibit “B” of the Easement Agreement (the “Easement Property”), which is attached as Exhibit “1”; and

WHEREAS, the City has agreed to install and maintain a new fence on the Easement Property; and

WHEREAS, in order to ensure the dedication of the Easement Property to the City, it is necessary for the City to accept the Easement Agreement, attached as Exhibit “1”, which will be recorded in the Public Records of Broward County; and

WHEREAS, the City Commission finds that accepting the Easement Agreement, attached as Exhibit “1”, serves a municipal purpose; and

WHEREAS, the City Commission finds that acceptance of the Easement Agreement is in the best interest and welfare of the residents 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 City Commission hereby approves and accepts the Easement Agreement, attached as Exhibit “1”.

Section 3. The appropriate City officials are hereby authorized and directed to record the necessary documents, and to take all other necessary and expedient actions, to effectuate the purpose and intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

This instrument prepared by:

Debra Reese, Esq.
Weiss Serota Helfman Cole Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

EASEMENT AGREEMENT

This Easement Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between Natura, Inc., a Florida not-for-profit corporation (“Grantor”) and the City of Deerfield Beach, a municipal corporation of the State of Florida (“City”), each of whom may be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Grantor is the owner of certain real property located in the City of Deerfield Beach, Broward County, Florida, as more specifically described in Exhibit “A,” attached hereto and incorporated by reference, hereinafter referred to as the “Property;” and

WHEREAS, the Property is adjacent to the City’s Central Campus (the “Campus”) located at 401 S.W. 4th St. Deerfield Beach, FL 33441 and there currently is a fence on the south side of the City’s Campus which is the Grantor’s Property; and

WHEREAS, the Parties desire to replace the fence on the Grantor’s Property (the “Easement Property”), consisting of the area depicted on the attached Exhibit “B”, ; and

WHEREAS, the City has agreed to install and maintain a new fence on the Easement Property.

IN CONSIDERATION OF the foregoing facts, the mutual covenants and agreements set forth below, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, intending to be legally bound, hereby agree as follows:

1. **Easement.** Subject to all times to the terms and conditions set forth in this Agreement, Grantor hereby grants to the City, a non-exclusive perpetual easement for the use of the Easement Property to install, access, use, repair, maintain, or replace those certain improvements (as defined in Paragraph 2 herein) located on and within in the Easement Property.

2. **Use.** The City shall use and occupy the Easement Property for the placement, installation, maintenance, repair, and replacement of a fence (the “Improvements”) and for absolutely no other use or purpose whatsoever (the “Permitted Use”).

3. **Installation and Maintenance.** City shall install the Improvements at is sole expense and shall be responsible for all costs and expenses associated with the continued maintenance and repair of the Improvements, and for keeping the same installed, repaired, replaced, and maintained in a clean, safe condition. In the event the City removes the Improvements from the Easement Property, the City shall restore the surface condition of the Easement Property to the condition

existing prior to the installation thereof. If the City fails to perform any of its obligations hereunder, Grantor shall have the right, but not the obligation, upon thirty (30) days' written notice to the City to cure such failure.

4. **Inspections and Repairs.** Following the initial installation of the Improvements, the City shall perform periodic inspections of the Improvements, not less than every six (6) months, or within ten (10) days of Grantor's written request, to ascertain that all Improvements are in good condition. The City shall replace any part of the Improvements that the City determines requires repair or replacement. Such Improvements may be removed by the City at any time during the Term (as defined in Paragraph 6.7 herein), and shall be removed by the City upon expiration thereof. The City agrees to repair any damage to the Easement Property, or Grantor's Property, resulting from the removal of such Improvements, if such damage was caused by City. In the event that City fails to remove any such Improvements within thirty (30) days after such expiration or termination of this Agreement, then said Improvements shall be deemed abandoned by the City and shall automatically become the Property of the Grantor, and Grantor may possess, use, dispose of, and otherwise enjoy all beneficial incidents of ownership thereof, and Grantor shall be responsible for upkeeping the Improvements in good repair, and maintain said Improvements at Grantor's sole expense. The City shall provide Grantor within not less than five (5) days advance written notice of its proposed schedule for removal and restoration activities.

5. **Termination.** This Agreement shall be deemed automatically terminated upon the occurrence of any of the following events:

a. **Default.** Any failure of performance by the City of its obligations under the terms of this Agreement, provided Grantor shall have given the City at least thirty (30) days advance written notice of the failure, and the failure shall not have been cured within thirty (30) days from the time of notice.

b. **Termination for Convenience.** In the event that this easement is not longer required by the City, City shall have the right to terminate this Agreement by notifying Grantor, in writing, at least thirty (30) days prior to such termination.

6. **Miscellaneous Provisions.**

6.1 **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly give when received if personally delivered, if sent by email, or if sent by recognized delivery service. In each case, notice shall be sent to:

If to the City:	David Santucci, City Manager
	City of Deerfield Beach, Florida
	150 NE 2 nd Avenue
	Deerfield Beach, Florida 33431

With a Copy to; Anthony C. Soroka, Esq.
City Attorney
2255 Glades Road Suite 200-E
Boca Raton, Florida 33431

If to Grantor: Kaye Bender Rembaum
Registered Agent
Natura, Inc.
1200 Park Central Blvd. S
Pompano Beach, Fl 33064

With a Copy to: Francis Couture, President
Natura, Inc.
600 SW Natura Avenue
Deerfield Beach, Fl 33441

6.2 No Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.

6.3 Severability. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

6.4 Amendment. This Agreement may only be amended by an instrument in writing signed by both the parties.

6.5 Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida and the exclusive venue of any legal proceedings shall be in Broward County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then the exclusive venue shall be in the United States District Court for the Southern District of Florida.

6.6 Sovereign Immunity. Nothing contained herein shall operate or be construed as a waiver of the City's sovereign immunity with respect to third parties.

6.7 Recording and Term. This Agreement shall be effective upon execution by the parties and shall be recorded in the public records of Broward County, Florida. If the easement granted shall be terminated for any reason, Grantor and City agree to cooperate in preparing and recording an appropriate instrument reflecting the extinguishment of the easement. This Agreement is to run with the land and shall be binding on all parties and all persons claiming under it, including Grantor's successors in interest, for a period of thirty (30) years from the date this Agreement is recorded (the "Term"), after

which the Term shall be extended automatically for successive periods of ten (10) years each, unless otherwise terminated or amended as provided herein.

6.8 Binding Agreement. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties thereto, and their respective heirs, devisees, personal representatives, successors, transferees, and assigns.

6.9 Authorized Parties. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

Natura, Inc.

ATTEST:

Corporate Secretary

By: _____
Signature
Print Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of _____. He/She is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

ATTEST:

City of Deerfield Beach, Florida

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of _____ . He/She is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT "A"
The Property

Property Address: 600 SW Natura Avenue
Deerfield Beach, Florida 33441

Folio Number: 4842 01 11 0600

Legal Description: 1-48-42 Comm At Center of Sec, WLY 333.26 SLY 58.91 To Pt of Curve, SLY & ELY AGL ARC OF CURVE 561.60, NELY 222.67 To Pt. of Curve, ELY 44.41 ALG ARC OF CURVE, NWLY 84.21 to POB, CONT NLY 72.82, NELY 26.19, NWLY 89.49, WLY 85.80, SELY 154.17 ELY 77.15 TO POB AKA PARCEL G LESS PARCEL NO.175-, S-177.

**EXHIBIT “B”
EASEMENT PROPERTY
SKETCH**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-97

Agenda Date: 3/5/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Transystems Corporation d/b/a Transystems Corporation Consultants, Inc. to provide professional engineering services for the design and post design services related to the replacement of the SE 15th Avenue Bridge Project in an amount not to exceed \$540,993.00; providing for execution and an effective date. (Funds from Account #399-5050-541-65-30 - Capital Projects - Infrastructure & Account #108-5050-541-60-31 - Infrastructure Maintenance)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$540,993

Account Name: Capital Projects - Infrastructure

Account Number: 399-5050-541-65-30

Secondary Account Name: Infrastructure Maintenance

Secondary Account Number: 108-5050-541-60-31

Background/History

Between 2022 and 2023, the 15 Avenue Bridge was downgraded from an overall performance rating of "Fair" to "Poor". The last inspection performed on the SE 15 Avenue Bridge (#865501) on April 13, 2023, determined the bridge is structurally deficient. It is state policy that a bridge found to be structurally deficient undergoes repair or replacement within the next six years. In prior years, the bridge was rated as functionally obsolete, meaning that the bridge, constructed in 1955, has lane widths that are narrower than the current standards.

Current Activity

Pursuant to Request for Qualifications #RFQ #21-11-IG (the "RFQ") and Section 287.055, Florida Statute (the "CCNA"), the City entered into Continuing Contracts with qualified firms for the provision of Architectural and Engineering Services.

In accordance with the RFQ and the City's CCNA project process, the City considered multiple firms from the RFQ continuing contract pool for the bridge replacement. Transystems Corporation Consultants was deemed the most qualified for this project due to their familiarity with this City bridge and its inspection history as well as previous work on the guardrail repair and replacement for this bridge in 2019.

The scope of work for this project consists of providing engineering services related to the replacement of SE 15th Avenue Bridge (#865501). These services consist of inspection, planning, design, plans preparation, technical specifications, and services throughout construction. The scope will include minor roadway design, load rating analysis, and auxiliary work, including permit sketches, preparation of Community Awareness Plans (CAP), temporary traffic control plans, and pavement markings. The proposed team of subconsultants will handle supplemental services, including geotechnical exploration, survey, utility coordination, drainage and permitting. All work will adhere to the Florida Department of Transportation (FDOT) Structures Manual, Florida Design Manual, and all other applicable FDOT and AASHTO standards. To meet these standards, the design of the bridge's footprint will expand beyond what is there today; however, it is not anticipated to expand beyond the City's right-of-way onto private property. Finally, post-design services will be provided when the bridge is under construction.

The bridge replacement will enable improvements to consider additional modes of transportation along this corridor in the City. The benefits of this bridge replacement will be reduced weight load restrictions, safer accommodations for multi-modal traffic (vehicles, pedestrians, and bicycles), improved access for emergency vehicles, and improved channel navigation under the new bridge.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Work Authorization with Transystems Corporation Consultants for the design and post-design services associated with the replacement of the SE 15th Avenue Bridge.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND POST DESIGN SERVICES RELATED TO THE REPLACEMENT OF THE SE 15TH AVENUE BRIDGE PROJECT IN AN AMOUNT NOT TO EXCEED \$540,993.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the City’s Department of Environmental Services (the “Department”) is overseeing the SE 15th Avenue Bridge Project (the “Project”) and

WHEREAS, on April 13, 2023, the SE 15th Avenue Bridge (the “Bridge”) was inspected and it was determined that there are structural deficiencies whereby repairs and/or replacement of such deficiencies must occur within the next six years based upon state policy; and

WHEREAS, in order to provide greater resiliency and ensure compliance with current safety standards, it is necessary to obtain an engineering firm to assist the City with the development of a bridge design to implement the replacement of the Bridge; and

WHEREAS, the Project includes the replacement of the bridge, and the design process will consider improvements that provide for additional modes of transportation along this important corridor of the City, as the Bridge provides access to important local area attractions and destination; and

WHEREAS, the benefits of the Bridge replacement encompass the removal of current weight restrictions, providing access for emergency service, providing accommodations for vehicles, pedestrians and bicycles, as well as improving channel navigation under the new bridge; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing service contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with. Transystems Corporation d/b/a Transystems Corporation Consultants, Inc. (“Transystems”) dated April 12, 2021 (the “Continuing Contract”); and

WHEREAS, City staff determined that Transystems was the most qualified firm for the Project due to the firm’s familiarity with the SE 15th Avenue Bridge and its inspection history as well as the firms previous work on the guardrail and replacement for this Bridge in 2019; and

WHEREAS, the Department requested a proposal from Transystems to provide professional engineering services for the Project, which will consist of inspections, planning, design, plan preparation, development of technical specifications and ongoing post design services throughout the construction phase as more specifically set forth in the Scope of Services attached as Exhibit “A” to the Work Authorization (collectively, the “Services”); and

WHEREAS, the Services will also include minor roadway design, load rating analysis, and auxiliary work including permit sketches, preparation of the Community Awareness Plans, temporary traffic control plans, and pavement markings; and

WHEREAS, Transystems’s team consists of subconsultants who will provide supplemental services to Transystems that include geotechnical exploration, survey(s), utility coordination, drainage and permitting services; and

WHEREAS, Transystems submitted its proposal to the Department and the Department negotiated the project scope and fee for the Services in the amount of \$540,993.00, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Transystems for the Services under the terms and conditions of the Continuing Contract and the Scope of Services attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$540,993.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Transystems, attached as Exhibit “1”, in an amount not to exceed \$540,993.00.

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 approves the Work Authorization with Transystems, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$540,993.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Transystems, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, 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 take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND
TRANSYSTEMS CORPORATION d/b/a TRANSYSTEMS CORPORATION
CONSULTANTS, INC. FOR PROFESSIONAL SERVICES RELATED TO THE PROJECT**

This Work Authorization is entered into this ____ day of _____, 2024, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and **TranSystems Corporation d/b/a TranSystems Corporation Consultants, Inc.**, a Florida corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Contract is in the process of being renewed for another one year period effective April 6, 2024 through April 5, 2025; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$540,993.00 as further detailed in Exhibit "A".
Work Authorization Form May 23, 2023

Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4

TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5

TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6

CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7

INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of
Work Authorization Form May 23, 2023

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

SECTION 9 **INSURANCE**

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.

9.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 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.

Work Authorization Form May 23, 2023

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11

MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related

to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13 **AMENDMENTS AND ASSIGNMENT**

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14 **NOTICES**

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

SECTION 15 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 20__.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

TranSystems Corporation d/b/a
TranSystems Corporation Consultants

By: _____
Signature

Name: _____

Title: _____

This ____ day of _____, 20__

EXHIBIT "A"
SCOPE OF SERVICES
See attached Proposal dated February 21, 2024



3230 West Commercial Blvd.
Suite 450
Ft. Lauderdale, FL 33309
Tel 954-653-4700
Fax 954-567-2511
www.transystems.com

February 21, 2024

Ms. Priscilla Cygielink, PE
City of Deerfield Beach
Environmental Services Director
200 Goolsby Boulevard
Deerfield Beach, FL 33441

Reference: **Contract No. 21-11-1G SE 15th Ave Bridge Replacement**
Subject: **Scope of Service**

Dear Priscilla:

TranSystems is pleased to present the scope of services letter for the SE 15th Ave Bridge Replacement Project to the City of Deerfield Beach, Florida. As the prime consultant, we are committed to delivering high-quality engineering solutions that meet the project's objectives and client expectations.

Scope of Services:

1. Bridge Design:

We will conduct detailed bridge design encompassing all necessary structural elements, ensuring compliance with relevant codes, standards, and regulations. We will incorporate safety and durability considerations into the design process.

2. Roadway Analysis and Plans:

We will perform thorough roadway analysis to optimize functionality and safety, develop roadway plans aligned with project requirements and specifications.

3. Signing and Pavement Marking:

We will design effective signing and pavement marking strategies for enhanced traffic guidance and safety. We will ensure adherence to industry best practices and regulatory standards.

4. Temporary Traffic Control:

We will implement temporary traffic control measures to minimize disruptions during construction. We will prioritize traffic flow and safety for both motorists and pedestrians.

5. Mini Bridge Development Report:

We will prepare a comprehensive Mini Bridge Development Report addressing vertical and horizontal geometry, typical section, and clearance requirements. We will provide recommendations for optimal bridge design based on thorough analysis and evaluation.

6. Retaining Wall Design:

We will develop efficient and structurally sound retaining wall designs to support the project requirements.

7. Public Involvement Effort:

We will support the City of Deerfield Beach in their public involvement efforts, engage stakeholders and community members to gather feedback and address concerns.

8. Participation in Meetings:

We will participate in phase reviews, progress meetings, and utility coordination meetings as needed. We will collaborate closely with project stakeholders to ensure alignment and timely decision-making.

9. Quantity and Cost Estimate:

We will prepare detailed quantity and cost estimates for accurate project budgeting and resource allocation.

Sub-Consultants:

- **Keith:** Will provide Survey & Mapping, Subsurface Utility Engineering (SUE) and Utility Coordination services.
- **TsfGEO:** Will offer Geotechnical Services to support project requirements.
- **Kimley Horn:** Will Assist with Drainage & Permitting Services for comprehensive project compliance.

TranSystems is dedicated to delivering excellence in engineering services for the SE 15th Ave Bridge Replacement Project. With our expertise, commitment to quality, and collaborative approach, we aim to achieve project success while meeting the unique needs of the City of Deerfield Beach, Florida. We look forward to the opportunity to contribute to the project's success and deliver outstanding results.

Sincerely,
TranSystems

A handwritten signature in blue ink, appearing to read 'Wayne McLennon', written over the printed name.

Wayne McLennon, P.E.
Project Manager

**City of Deerfield Beach - Replacement of SE 15th Ave Bridge
Summary of Estimated Design Costs**

Firms	Tasks	Cost
1. TranSystems	Bridge Structure, Roadway, Project Coordination and Post Design Services	\$410,273.00
2. Keith	Survey & Mapping, SUE, and Utility Coordination	\$41,265.00
3. TsfGEO	Geotechnical Services	\$37,255.00
4. Kimley Horn	Drainage & Permitting Services	\$52,200.00
TOTAL (Design+Post Design)		\$540,993.00

TRANSYSTEMS

BRIDGE STRUCTURE & ROADWAY

Project Information Sheet

Financial Project Identification Number: _____

Federal Aid Project Identification Number: _____

Name of Prime / Subconsultant: TranSystems Corp

County: Broward

Project Description: Deerfield Beach SE 15th Ave Bridge Replacement

Begin Milepost: _____End Milepost: _____Project Length: _____Miles

Number of Lanes: _____Typical Section: _____(Urban / Rural / Int.)Lane Configuration: _____(Divided / Undivided)

Project Type: _____(Minor / Major)Access Management Classification: _____Roadway Classification: _____(NHS/FIHS/Off Sys.)

CAP Level: _____TTCP Level: _____Survey Level: _____

Design Variations: 1. _____2. _____3. _____4. _____5. _____

Design Exceptions: 1. _____2. _____3. _____4. _____5. _____

Proposed Design Contract Time: _____months/days

Date of Negotiation: _____

Context Classification: _____

Project Activity:	Estimated By:		Negotiated By: (name - firm)	
	Consultant	FDOT	Consultant	FDOT
3. Project Common & Project General Tasks	TranSystems	Enter name & office	Enter name & firm	Enter name & office
4. Roadway Analysis	TranSystems	Enter name & office	Enter name & firm	Enter name & office
5. Roadway Plans	TranSystems	Enter name & office	Enter name & firm	Enter name & office
6a. Drainage Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
6b. Drainage Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
6c. Selective C&G	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
7. Utilities	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
8. Environmental Permits and Env. Clearances	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
9. Structures Summary	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
10. Structures - Bridge Development Report	TranSystems	Enter name & office	Enter name & firm	Enter name & office
11. Structures - Temporary Bridge	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
12. Structures - Short Span Concrete	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
13. Structures - Medium Span Concrete	TranSystems	Enter name & office	Enter name & firm	Enter name & office
14. Structures - Structural Steel	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
15. Structures - Segmental Concrete	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
16. Structures - Movable Span	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
17. Structures - Retaining Walls	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
18. Structures - Miscellaneous	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
19. Signing and Pavement Marking Analysis	TranSystems	Enter name & office	Enter name & firm	Enter name & office
20. Signing and Pavement Marking Plans	TranSystems	Enter name & office	Enter name & firm	Enter name & office
21. Signalization Analysis	TranSystems	Enter name & office	Enter name & firm	Enter name & office
22. Signalization Plans	TranSystems	Enter name & office	Enter name & firm	Enter name & office
23. Lighting Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
24. Lighting Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
25. Landscape Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
26. Landscape Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
27. Survey	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
28. Photogrammetry	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
29. Mapping	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
30. Terrestrial Mobile LiDAR	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
31. Architecture Development	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
32. Noise Barriers Impact Design Assessment	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
33. Intelligent Transportation Systems Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
34. Intelligent Transportation Systems Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
35. Geotechnical	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office

StaffHour and Cost Estimate_SE 15th Ave Bridge Repl

Project Information

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2/5/2024

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Project Staff Hour Summary

Name of Consultant: TranSystems Corp

Deerfield Beach SE 15th Ave Bridge Replacement
0

		Project Staff Hours													
Activity No.	Activity	TranSystem s Corp	Keith	tsfGEO	The 3rd	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
3	Project Common and General Tasks	409													409
4	Roadway Analysis	329													329
5	Roadway Plans	98													98
6a	Drainage Analysis	0													0
6b	Drainage Plans	0													0
6c	Selective C&G	0													0
7	Utilities	0													0
8	Env. Permits and Env. Clearances	0													0
9	Structures - Summary, Misc. Tasks, Dwgs.	304													304
10	BDR	244													244
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	430													430
13	Medium Span Concrete Bridge	0													0
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	104													104
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	27													27
20	Signing & Pavement Marking Plans	11													11
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0													0
25	Landscape Analysis	0													0
26	Landscape Plans	0													0
27	Survey - Field and Office Support	0													0
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LiDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0													0
Project Total		1,956	0	0	0	0	0	0	0	0	0	0	0	0	1,956
27	Survey Field Crew Days	0													0

- Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 1/0/1900

Project Name: Deerfield Beach SE 15th Ave Bridge Rep

FAP Number: 0

Date: 2/5/2024

Name of Consultant: TranSystems Corp

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
		Project Manager 3	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineering Intern	Sr Engineer Technician	0	0	0	0	0	0	RANGE		PERCENT
	Firm Total Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
3. Project Common and Project General Tasks	409	70	102	102	61	41	33	0	0	0	0	0	0	409	450	
4. Roadway Analysis	329	16	16	66	118	95	16	0	0	0	0	0	0	327	360	
5. Roadway Plans	98	2	2	15	12	43	25	0	0	0	0	0	0	99	109	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	304	52	76	76	46	30	24	0	0	0	0	0	0	304	334	
10. Structures - Bridge Development Report	244	37	39	49	41	44	34	0	0	0	0	0	0	244	268	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	430	43	77	77	77	86	69	0	0	0	0	0	0	429	472	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	104	10	19	19	19	21	17	0	0	0	0	0	0	105	116	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. Signing & Pavement Marking Analysis	27	1	1	4	3	12	7	0	0	0	0	0	0	28	31	
20. Signing & Pavement Marking Plans	11	0	0	2	1	5	3	0	0	0	0	0	0	11	12	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	1,956	231	332	410	378	377	228	0	0	0	0	0	0	1,956	2,152	
Field Survey Estimate: 0 4-person crew days												FIRM TOTAL		1,956	2,152	

- Notes:
- This worksheet provides the distribution of a firm's total staff hours for a project.
 - Percentages for staff hours distribution by classification are entered below in rows 64 to 98 of this sheet.
 - Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
 - Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 1/0/1900

Project NameDeerfield Beach SE 15th Ave Bridge Rep

FAP Number: 0

Date: 2/5/2024

Name of Consultant: TranSystems Corp

Staff Hour Distribution Percentages - Firm Total														
	Hours from "Summary" sheet Firm Total	Project Manager 3	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineering Intern	Sr Engineer Technician	0	0	0	0	0	0	Total
3. Project Common and Project General Tasks	409	17.0%	25.0%	25.0%	15.0%	10.0%	8.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
4. Roadway Analysis	329	5.0%	5.0%	20.0%	36.0%	29.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
5. Roadway Plans	98	2.0%	2.0%	15.0%	12.0%	44.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6a. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6b. Drainage Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6c. Selective C&G	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits,and Env. Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	304	17.0%	25.0%	25.0%	15.0%	10.0%	8.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
10. Structures - Bridge Development Report	244	15.0%	16.0%	20.0%	17.0%	18.0%	14.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	430	10.0%	18.0%	18.0%	18.0%	20.0%	16.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	104	10.0%	18.0%	18.0%	18.0%	20.0%	16.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	27	2.0%	2.0%	15.0%	12.0%	44.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	11	2.0%	2.0%	15.0%	12.0%	44.0%	25.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:

Deerfield Beach SE 15th Ave Bridge Replacement

County:

Broward

FPN:

0

FAP No.:

1/0/1900

Consultant Name:

TranSystems Corp

Consultant No.:

Date:

2/5/2024

Estimator:

SJS

Staff Classification	Hours From "SH Summary - Firm"	Project Manager 3	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineering Intern	Sr Engineer Technician	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$343.50	\$287.12	\$222.83	\$183.15	\$118.42	\$133.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project Common and Project General Tasks	409	70	102	102	61	41	33	0	0	0	0	0	0	409	\$96,482	\$235.90
4. Roadway Analysis	329	16	16	66	118	95	16	0	0	0	0	0	0	327	\$59,789	\$182.84
5. Roadway Plans	98	2	2	15	12	43	25	0	0	0	0	0	0	99	\$15,223	\$153.77
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	304	52	76	76	46	30	24	0	0	0	0	0	0	304	\$71,792	\$236.16
10. Structures - Bridge Development Report	244	37	39	49	41	44	34	0	0	0	0	0	0	244	\$52,074	\$213.42
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	430	43	77	77	77	86	69	0	0	0	0	0	0	429	\$87,513	\$203.99
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	104	10	19	19	19	21	17	0	0	0	0	0	0	105	\$21,355	\$203.38
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	27	1	1	4	3	12	7	0	0	0	0	0	0	28	\$4,425	\$158.02
20. Signing & Pavement Marking Plans	11	0	0	2	1	5	3	0	0	0	0	0	0	11	\$1,620	\$147.31
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,956	231	332	410	378	377	228	0	0	0	0	0	0	1,956		
Total Staff Cost		\$79,348.50	\$95,323.84	\$91,360.30	\$69,230.70	\$44,644.34	\$30,365.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$410,272.72	\$209.75

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Survey Field Days by Subconsultant

4 - Person Crew:

SALARY RELATED COSTS:

\$410,272.72

OVERHEAD:

0%

\$0.00

OPERATING MARGIN:

0%

\$0.00

FCCM (Facilities Capital Cost Money):

0.00%

\$0.00

EXPENSES:

0.00%

\$0.00

Survey (Field - if by Prime)

0

4-person crew days @

\$ -

/ day

\$0.00

SUBTOTAL ESTIMATED FEE:

\$410,272.72

Subconsultant:

Keith

\$0.00

Subconsultant:

tsfGEO

\$0.00

Subconsultant:

The 3rd

\$0.00

Subconsultant:

Sub 4

\$0.00

Subconsultant:

Sub 5

\$0.00

Subconsultant:

Sub 6

\$0.00

Subconsultant:

Sub 7

\$0.00

Subconsultant:

Sub 8

\$0.00

Subconsultant:

Sub 9

\$0.00

Subconsultant:

Sub 10

\$0.00

Subconsultant:

Sub 11

\$0.00

StaffHour and Cost Estimate_SE 15th Ave Bridge Repl
Fee Sheet - Prime

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2/5/2024 9:55 AM

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Project Activity 3: General Tasks

Estimator:						Deerfield Beach SE 15th Ave Bridge Replacement
						0
Representing		Print Name			Signature / Date	
FDOT District						
TranSystems						
NOTE: Signature Block is optional, per District preference						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	16	16	Hours are for coordination and support. Assume CAP by city.
3.1.2	Notifications	LS	1	0	0	by others
3.1.3	Preparing Mailing Lists	LS	1	0	0	by others
3.1.4	Median Modification Letters	LS	1	0	0	by others
3.1.5	Driveway Modification Letters	LS	1	0	0	by others
3.1.6	Newsletters	LS	1	8	8	For our reviews and comments.
3.1.7	Renderings and Fly Throughs	LS	1	0	0	Assume this N/A
3.1.8	PowerPoint Presentation	LS	1	38	38	Preparation of Public Meeting Slide Deck
3.1.9	Public Meeting Preparations	LS	1	24	24	Public Meeting Lead-in, Presentation, Minutes
3.1.10	Public Meeting Attendance/Followup	LS	1	20	20	Assume 2 participants
3.1.11	Other Agency Meetings	LS	1	0	0	None anicipated.
3.1.12	Web Site	LS	1	0	0	None anicipated.
3.1 Public Involvement Subtotal					106	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	12	12	
3.3.2	Estimated Quantities Report Preparation	Report	0	Calculated Hours 0	0	
		Components	0			

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.4	Contract Maintenance and Project Documentation	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	74	74	See listing below
3.7	Plans Update	LS	1	8	8	
3.8	Post Design Services	LS	1	200	200	
3.9	Digital Delivery	LS	1	9	9	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					409	
3.6 - List of Project Manager Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis		EA	0	0	0	
Drainage		EA	0	0	0	
Selective C&G		EA	0	0	0	
Utilities		EA	3	4	12	Assume 3 meetings with subs
Environmental		EA	4	4	16	Meetings with subs.This includes Envir Review/BDR/Concept Development
Structures		EA	0	0	0	Public Involvement
Signing & Pavement Marking		EA	0	0	0	
Signalization		EA	0	0	0	
Lighting		EA	0	0	0	
Landscape Architecture		EA	0	0	0	
Survey		EA	2	4	8	Assume 2 meetings to discuss survey related issues
Photogrammetry		EA	0	0	0	
ROW & Mapping		EA	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Terrestrial Mobile LiDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	1	4	4	
	Progress Meetings	EA	3	4	12	Assume 3 progress meeting with City PM
	Phase Reviews	EA	4	4	16	Kick-off, BDR, 30%, 60%, 100% plans review meeting
	Field Reviews	EA	1	6	6	1 field review
Total Project Manager Meetings			18		74	Total PM Meeting Hours carries to Task 3.6 above

- Notes:**
- 1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
 - 2. Do not double count agency meetings between permitting agencies.
 - 3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D.

Estimator:					4. Roadway Analysis Staff Hours				Deerfield Beach SE 15th Ave Bridge Replacement 0		How to Use This Form
Representing			Print Name				Signature / Date				Video Tutorials - Short Webinars for each Staff Hour Form
FDOT District											Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort. 1. All items in RED font are for the user to edit cell. 2. All cells that are shaded in RED contain a drop down list for the user to make a selection. 3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor. 4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.
TranSystems											
NOTE: Signature Block is optional, per District preference											
Task No.	Task	Project Parameter			Staff Hours				Documentation		
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.		
What is the overall project complexity? (See Roadway Guidelines)				Mid							
4.1	Typical Section Package	Cover	1		6	0	6	0			
		Typical	0	2-Lane FS & Ramps	0	0	0	0	n/a		
		Typical	2	2-Lane C & Muti-Lane FS	16	0	16	0	1 Bridge, 1 roadway		
		Typical	0	LA w/ Barrier & Multi-Lane C	0	0	0	0	n/a		
4.2	Pavement Type Selection Report	Report	0		0	0	0	0	n/a		
4.3	Pavement Design Package	Report & Assembly	0	Mid	0	0	0	0	n/a		
		Pavt Designs	1	Travel/Aux. Lanes	0	0	2	0	Coordinate with Deerfield/ show standard Pavt Design (no calcs)		
		Pavt Designs	1	Other Roads & Shoulders	0	0	2	0	Coordinate with Deerfield/ show standard Pavt Design (no calcs)		
4.4	Cross Slope Analysis (lanes and shoulders)	X-Slope Assessment	0.00	Undivided Roadway	0	0	0	0	n/a		
		X-Slope Assessment	0.00	Divided Roadway	0	0	0	0	n/a		
		Concepts for Corrections	0		0	0	0	0	n/a		
4.5	Safety Analysis	HSM Assessment	0		0	0	0	0	n/a		
		Crash Analysis	0		0	0	0	0	n/a		
4.6	Design Analysis	Monitor Exist. Structures	0	Mid	0	0	0	0	n/a		
		Access Management	0.00	Mid	0	0	0	0	n/a		
4.7	Operational Analysis	Roundabout	0	1x1 Roundabout	0	0	0	0	n/a		
		Roundabout	0	1x2 Roundabout	0	0	0	0	n/a		
		Roundabout	0	2x2 Roundabout	0	0	0	0	n/a		
4.8	Design Reports	RRR	0		0	0	0	0	n/a		
		Other Reports			0	0	0	0	n/a		
4.9	Design Variations and Exceptions	Variation Memo	0		0	0	0	0	Optional Services		
		Formal Variation	0		0	0	0	0	Optional Services		
		Design Exception	0		0	0	0	0	Optional Services		
4.10	Master Design File Setup & Maintenance, Model Management Plan	LS	1	Mid	40	0	40	0			
	Horizontal /Vertical Master Design Files	Mainline	0.20	Mid	43	0	43	0			
		Side Road & Ramps	0.00	Mid	0	0	0	0	n/a		
		Frontage Road	0.00	Mid	0	0	0	0	n/a		

4.11	3D Modeling Development	Mainline	0.00	Mid	0	0	0	0	n/a
		Side Road & Ramps	0.00	Mid	0	0	0	0	n/a
		Frontage Road	0.00	Mid	0	0	0	0	n/a
		AMG Files	0	Mid	0	0	0	0	n/a
4.12	TTCP Analysis	LS	1	Mid	40	0	40	0	
	TTCP Master Design Files	Length (Phase-Miles)	0.20	Mid	7	0	44	0	12 hours detailed plan, 32 hours for detour
		Pedestrian	1	Standard	32	0	32	0	
	TTCP 3D Modeling (Isolated Locations)	Locations	0		0	0	0	0	n/a
4.13	Utility Data Collection & Analysis	LS	0	Mid	0	0	0	0	SERGE
4.14	Roadway Quantities for EQ Report	Length (Miles)	0.20	Mid	2	0	12	0	
		Interchanges Rest Areas	0		0	0	0	0	n/a
		Validation	0	Mid	0	0	0	0	n/a
	TTCP Quantities for EQ Report	Major Phases	2	Standard	18	0	18	0	
4.15	Cost Estimate	Engineer Estimate	0	Mid	0	0	0	0	
		LRE Updates	0	Mid	0	0	0	0	
4.16	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0	
4.17	Other Roadway Tasks	Other Analysis			0	0	0	0	
Roadway Analysis Technical Subtotal					204	0	255	0	
4.18	Quality Assurance/Quality Control	LS	1	5%	11	0	13	0	
4.19	Supervision	LS	1	5%	11	0	13	0	
4.20	Roadway Meetings (listed below)	Meetings	13		26	0	26	0	
		Travel Time			0	0	0	0	
4.21	Field Reviews (listed below)	LS			12	0	12	0	
Roadway Analysis Non-Technical Subtotal					60	0	64	0	
4.22	Coordination	LS	1	3%	8	0	10	0	
4. Roadway Analysis Total					272	0	329	0	

Please contact the Staff Hour Forms Manager below for further assistance.
Ryan Buck, P.E.
Project Management Support Engineer
Ryan.Buck@dot.state.fl.us
(850)414-4343

Carries to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Typical Section	2	0	2	
Pavement Design	1	0	1	
Access Management / Driveways	0	0	0	n/a
15% Line and Grade	0	0	0	n/a
RRR / ECAR Resolution	0	0	0	n/a
Local Governments (cities, counties, MPO)	0	0	0	n/a
Work Zone Traffic Control	4	0	4	
30/60/90/100% Comment Review Meetings	4	0	4	
Utility Coordination	0	0	12	
Other Meetings	0	0	12	3 mtgs (kick-off, 100%, Final) x 1 Engr x 4hr x 3mtg
Subtotal Technical Meetings	11	0	35	
Progress Meetings (if required by FDOT)	0	0		

Phase Review Meetings	2	0
Total Roadway Meetings	13	0

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	2	4	2	12
Field Review #2	0	0	0	0
Field Review #3	0	0	0	0
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
Total Field Review Hours				12

Estimator:					5. Roadway Plans Staff Hours				Deerfield Beach SE 15th Ave Bridge Replacement 0		How to Use This Form	
Representing		Print Name				Signature / Date				Video Tutorials - Short Webinars for each Staff Hour Form		
FDOT District										Calculated hours represent the expected effort to complete each task based on project parameters and should be considered a starting point for staff hour negotiations. The Consultant and Department staff must jointly determine the appropriate staff hours to fully cover the effort.		
TranSystems												
NOTE: Signature Block is optional, per District preference												
Task No.	Task	Project Parameter			Staff Hours				Documentation			
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.			
What is the overall project complexity? (See Roadway Guidelines)				Mid								
5.1	Key Sheet		1		4	0	6	0			1. All items in RED font are for the user to edit cell. 2. All cells that are shaded in RED contain a drop down list for the user to make a selection. 3. Most "Project Parameter" cells will have a brief explanation of what should be inserted in the cell, this information is displayed by selecting a cell and hovering over that cell with your cursor. 4. All cells designed not to be edited by the user have been locked for the users convenience to avoid accidental edits of formulas, text, etc. If you recognize any errors in the locked cells, please contact the Staff Hour Forms Manager listed below.	
	Signature Sheet		1		2	0	3	0				
5.2	Typical Section Sheets	Typical Sections w/ CADD	2		8	0	8	0				
		Typical Sections w/o CADD	0		0	0	0	0	n/a			
		Partial Sections	4		12	0	12	0	details			
5.3	Cross Slope Correction Details	Pavement Segments	0		0	0	0	0	n/a			
5.4	General Notes/Pay Item Notes		1	Standard	9	0	9	0				
5.5	Project Layout/Model Management		0		0	0	0	0	n/a			
5.6	Plan View (Plan Sheets)	Length (Miles)	0.20	Mid	6	0	6	0				
		Interchange	0		0	0	0	0	n/a			
		Roundabout	0		0	0	0	0	n/a			
5.7	Profile View (Plan/Profile Sheets)	Length (Miles)	0.20	Flush Shoulder	3	0	3	0				
		Length (Miles)	0.00	Curbed	0	0	0	0				
5.8	Special Profiles	Driveway Curb Return	0		0	0	0	0	n/a			
		Intersection RR Xing	0		0	0	0	0	n/a			
5.9	Sidewalk Profiles	Length (Miles)	0.00		0	0	0	0	n/a			
5.10	Interchange Layout Sheet	Interchange	0	Standard 2 Levels	0	0	0	0	n/a			
			0	Complex 3+ Levels	0	0	0	0	n/a			
5.11	Details	Ramp Terminal	0		0	0	0	0	n/a			
		Intersection Layout	0		0	0	0	0	n/a			
		Special	1		10	0	10	0	guardrail			
5.12	Soil Survey Sheets		1		2	0	2	0				
5.13	Cross Sections	Alignments	1		4	0	4	0				
5.14	Temporary Traffic Control Plan	TTC Notes	1		4	0	4	0				
		Length (Miles)	0.20	Mid	5	0	5	0				
		Critical Cross Sections	0		0	0	0	0				
		TTC Details	1		8	0	8	0	Detour plan			
5.15	Utility Adjustment Sheets	Length (Miles)	0.00		0	0	0	0	na			
5.16	Project Control Sheets		1		4	0	4	0				
5.17	Utility Verification Data (SUE)		1		4	0	4	0				
Roadway Plans Technical Hours Subtotal					85	0	88	0			Please contact the Staff Hour Forms Manger below for further assistance. Ryan Buck, P.E. Project Management Support Engineer Ryan.Buck@dot.state.fl.us (850)414-4343	
5.18	Quality Assurance/Quality Control	%	1	5%	5	0	5	0				
5.19	Supervision	%	1	5%	5	0	5	0				
Roadway Plans Total					95	0	98	0				

Carries to Summary Tab

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

Deerfield Beach SE 15th Ave Bridge Replacement

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
	General Drawings										
9.1	Key Sheet and Index of Drawings	Sheet	1	12	1	12					
9.2	Project Layout	Sheet	1	12	1	12					
9.3	General Notes and Bid Item Notes	Sheet	1	20	1	20					
9.4	Miscellaneous Common Details	Sheet	1	6	1	6					
9.5	Incorporate Report of Core Borings	Sheet	1	1	1	1					
9.6	Standard Plans- Bridges	LS	1	2		2					
9.7	Existing Bridge Plans	LS	1	4		4					
9.8	Structures Quantites for EQ Report	Bridges	1	Calculated Hours		16					
		Walls	0								
		Box Culverts	0								
9.9	Cost Estimate	LS	1	8		8					
9.10	Technical Special Provisions and Modified Special Provisions	LS	1	0		0	Standard project, standard spec.				
Structures - Summary and Miscellaneous Tasks and Drawings					5	81					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	674	244	0	430	0	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

10-16	Bridge 4	0									
10-16	Bridge 5	0									
10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	104								104	
18	Miscellaneous Structures	0									0
Structures Technical Subtotal		778	244	0	430	0	0	0	0	104	0
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.11	Field Reviews	LS	1	12	12	2 x 6 hrs					
9.12	Technical Meetings	LS	1	84	84	Meetings are listed below					
9.13	Quality Assurance/Quality Control	LS	%	7%	60						
9.14	Independent Peer Review	LS	1	0	0						
9.15	Supervision	LS	%	5%	43						
Structures Nontechnical Subtotal					199						
9.16	Coordination	LS	1	24	24						
9. Structures - Summary and Miscellaneous Tasks and Drawings					304						

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	2	4	8	Senior and Project Engineers: 2 mts x 4 hrs x 2		0
60/90/100% Comment Review	EA	3	8	24	3 mtgs x 2 Engrs x 4 hrs		0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	2	4	8			0
Local Governments (cities, counties)	EA	2	4	8			0

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Utility Companies	EA	3	4	12						0
Other Meetings	EA	3	8	24	3 mtgs (Kick off, 100%, Final): 3 x 2 Engrs x 4 hrs					0
Subtotal Technical Meetings				84						0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3					- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3					- -
Total Meetings				84	Total Project Manager Meetings (carries to Tab 3)					0

Carries to 9.12

Carries to Tab 3

Project Activity 10: BDR

Estimator:

Deerfield Beach SE 15th Ave Bridge Replacement

Bridge Identifier (Number or Name):

0

Representing	Print Name	Signature / Date
FDOT District		
TranSystems		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirement						
10.1	Bridge Geometry	LS	1	40		40	Mini-BDR: Vert & Hor geometry, Typical section, Hor and vert clearances, baseline intersections.
10.2	Ship Impact Data Collection	LS	1	0		0	
10.3	Ship Impact Criteria	EA	0	0		0	
	Superstructure Alternatives						
10.4	Short Span Concrete Bridge	EA ALT	3	10		30	Mini-BDR
10.5	Medium Span Concrete Bridge	EA ALT	0	0		0	Mini-BDR
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	
10.7	Structural Steel Bridge	EA ALT	1	16		16	
	Foundation & Substructure Alternatives						
10.8	Pier/Bent	EA Type	2	12		24	Mini-BDR
10.9	Shallow Foundations / GRS Abutments	EA Type	2	10		20	Mini-BDR
10.10	Deep Foundations	EA Foundation Evaluated	2	8		16	Mini-BDR
	Movable Span						
10.11	Data Collection and Design Criteria	LS	1	0		0	
10.12	Movable Span Geometrics and Clearances	LS	1	0		0	
10.13	Deck System Evaluation	LS	1	0		0	
10.14	Framing Plan Development	LS	1	0		0	
10.15	Main Girder Preliminary Design	LS	1	0		0	
10.16	Conceptual Span Balance/Counterweight	LS	1	0		0	
10.17	Support System Development	LS	1	0		0	
10.18	Drive Power Calculations	LS	1	0		0	

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.19	Drive System Development	LS	1	0		0	
10.20	Power and Control Development	LS	1	0		0	
10.21	Conceptual Pier Design	LS	1	0		0	
10.22	Foundation Analysis (FL PIER)	LS	1	0		0	
10.23	Tender Visibility Study	LS	1	0		0	
	Other BDR Issues						
10.24	Aesthetics	LS	1	0		0	
10.25	TTCP/Staged Construction Requirements	LS	1	0		0	
10.26	Constructibility Requirements	LS	1	16		16	Mini-BDR
10.27	Load Rating for damaged/widened structures	EA Unit	1	0		0	
10.28	Quantity and Cost Estimates	EA ALT	2	12		24	
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	
10.30	Wall Type Justification	LS	1	40		40	
	Report Preparation						
10.31	Exhibits	EA SHEET	2	12		4	Mini-BDR
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	
10.33	Report Preparation	LS	1	24		6	Mini-BDR
10.34	Report Preparation - Movable Span	LS	1	0		0	
10.35	BDR Submittal Package	LS	1	8		8	Mini-BDR
10. Structures - Bridge Development Report Total						244	
	When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.						

Project Activity 12: Structures- Short Span Concrete

Estimator:

Deerfield Beach SE 15th Ave Bridge Replacement

Bridge Identifier (Number or Name):

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
12.1	Overall Bridge Final Geometry	LS	1	18		18	Straight alignment.
12.2	Expansion/Contraction Analysis	EA Unit	1	6		6	
12.3	General Plan and Elevation	Sheet	1	40	1	40	
12.4	Construction Staging	Sheet	0	0	0	0	Assume detour, bridge closure
12.5	Approach Slab Plan and Details	Sheet	1	22	1	22	
12.6	Miscellaneous Details	Sheet	1	28	1	28	Utility hanger details, conduit details, special demolition details, unique light pilaster details, drainage details, expansion joint details, slope protection.
End Bent Design and Plans							
12.7	End Bent Geometry	EA End Bent	1	16		16	
12.8	End Bent Structural Design	EA Design	1	32		32	
12.9	End Bent Plan and Elevation	Sheet	1	24	1	24	
12.10	End Bent Details	Sheet	2	16	2	32	
Intermediate Bent Design and Plans							
12.11	Bent Geometry	EA Bent	0	0		0	
12.12	Bent Stability Analysis	EA Analysis	0	0		0	
12.13	Bent Structural Design	EA Design	0	0		0	
12.14	Bent Plan and Elevation	Sheet	0	0	0	0	
12.15	Bent Details	Sheet	0	0	0	0	
Miscellaneous Substructure Design and Plans							
12.16	Foundation Layout	Sheet	1	30	1	30	
Miscellaneous Superstructure Design and Plans							
12.17	Finish Grade Elevation Calculation	LS	1	28		28	
12.18	Finish Grade Elevations	Sheet	1	20	1	20	
Cast-in-Place Slab Bridges							
12.19	Bridge Deck Design	EA Unit	1	40		40	
12.20	Superstructure Plan	Sheet	1	24	1	24	
12.21	Superstructure Sections and Details	Sheet	1	24	1	24	
Prestressed Slab Unit Bridges							
12.22	Prestressed Slab Unit Design	EA Design	0	0		0	
12.23	Prestressed Slab Unit Layout	Sheet	0	0	0	0	

Project Activity 12: Structures- Short Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
12.24	Prestressed Slab Unit Details and Schedule	Sheet	0	0	0	0	
12.25	Deck Topping Reinforcing Layout	Sheet	0	0	0	0	
12.26	Superstructure Sections and Details	Sheet	0	0	0	0	
Reinforcing Bar List							
12.27	Preparation of Reinforcing Bar List	Sheet	1	14	1	14	
Load Rating							
12.28	Load Ratings	EA Unit	1	32		32	
12. Structures - Short Span Concrete Bridge Total					11	430	

Project Activity 17: Retaining Walls

Estimator:

Deerfield Beach SE 15th Ave Bridge Replacement

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	Per Wall	0	0		0	
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall	0	0		0	
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.6	Details	Sheet	0	0	0	0	
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	
	Other Retaining Walls and Bulkheads						

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
17.17	Design	EA Design	1	24		24	
17.18	Vertical Wall Geometry	EA Wall	4	8		32	
17.19	General Notes, Tables and Misc. Details	Sheet	1	8	1	8	
17.20	Wall Plan and Elevations	Sheet	1	24	1	24	
17.21	Details	Sheet	1	16	1	16	
17. Structures - Retaining Walls Total					3	104	



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-100

Agenda Date: 3/5/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a work authorization with Keith and Associates, Inc. to provide professional civil engineering services related to the Asbestos Cement Pipe Replacement Project in an amount not to exceed \$284,370.00; providing for execution and an effective date. (Funds from Account # 106-1702-541-60-44 - Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$284,370.00

Account Name: Infrastructure

Account Number: 106-1702-541-60-44

Background/History

The City of Deerfield Beach has requested that Keith and Associates provide GIS mapping and field identification of water mains consisting of Asbestos Cement Pipe (ACP) within the City's Community Development Block Grant (CDBG) limits. Keith will also prepare performance specifications to be used by the city for future projects to remove and replace the existing water mains consisting of ACP as identified as part of this project. Additionally, Keith will provide assistance with the Capital Improvements Program (CIP) to prioritize the future existing water main replacement project.

Current Activity

Keith and Associates will prepare a technical memorandum for the removal and replacement of the portions of the city-owned water main distribution system that consists of ACP. This memorandum will combine the efforts from the data review and collection, GIS mapping, and field investigation results performed by a Keith and Associates subcontractor to prepare a comprehensive memorandum that will help guide the City for the design, permitting, and construction of future ACP replacement projects located within the City's Community Development Block Grant (CDBG) limits. The memorandum will include specifications and standard details to allow for different methodologies, including trenchless option(s), that may be used in future projects. The methodologies detailed will be in accordance with applicable regulatory agencies having jurisdiction. The memorandum will also include detailed information on the permitting processes that may be required for future replacement projects. This will include forms, permit application fees, and a checklist of supporting documentation that may be required.

Recommendation

It is recommended that the City Commission approve the work authorization for professional engineering services with Keith and Associates for services related to the City of Deerfield Beach Asbestos Cement Pipe Replacement Project in an amount not to exceed \$284,370.00 in accordance with the master CCNA continuing services contract, dated April 12, 2021.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A WORK AUTHORIZATION WITH KEITH AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL CIVIL ENGINEERING SERVICES RELATED TO THE ASBESTOS CEMENT PIPE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$284,370.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the City's Department of Environmental Services (the "Department") oversees the water mains within the City; and

WHEREAS, the Department has determined that it is necessary to have a GIS mapping and field identification of water mains consisting of Asbestos Cement Pipe within the City's Community Development Block Grant limits (the "Project"); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the "RFQ") and Section 287.055, Florida Statutes, the City entered into multiple continuing service contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with. Keith and Associates, Inc. ("Keith") dated April 6, 2021 (the "Continuing Contract"); and

WHEREAS, the Department requested a proposal from Keith to provide professional civil engineering services including a technical memorandum for the removal and replacement of portions of the city-owned water main distribution system that consists of asbestos cement pipe, which includes specifications and standard details to allow for different methodologies, with trenchless options, as more specifically set forth in the Scope of Services attached as Exhibit "A" to the Work Authorization (collectively, the "Services"); and

WHEREAS, Keith submitted its proposal to the Department and the Department negotiated the project scope and fee with Keith in the amount of \$284,370.00, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Keith for the Services under the terms and conditions of the Continuing Contract and the Scope of Services attached as Exhibit "A" to the Work Authorization, in an amount not to exceed \$284,370.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Keith, attached as Exhibit "1", in an amount not to exceed \$284,370.00.

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 approves the Work Authorization with Keith, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$284,370.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Keith, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, 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 take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND KEITH AND ASSOCIATES, INC. FOR PROFESSIONAL CIVIL ENGINEERING SERVICES RELATED TO THE DEERFIELD BEACH ASBESTOS CEMENT PIPE REPLACEMENT PROJECT

This Work Authorization is entered into this ____ day of _____, 202__, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and Keith and Associates, Inc., a Florida corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 6, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Services Contract is in the process of being renewed for another one-year period effective April 6, 2024 through April 5, 2025; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional civil engineering services as more specifically set forth in Exhibit "A" of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$284,370.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination
Work Authorization Form May 2023

of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5 **TERMINATION OF WORK AUTHORIZATION**

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6 **CONTINUING CONTRACT**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier

Work Authorization Form May 2023

termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

9.2.1 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.

9.2.2 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.

9.2.3 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.

9.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to

maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13 **AMENDMENTS AND ASSIGNMENT**

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14 **NOTICES**

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

SECTION 15 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this

Work Authorization Form May 2023

Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17 **NON-DISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

This ____ day of _____, 20____.

CONSULTANT

By: _____
Signature

Name: _____

Title: _____

This ____ day of _____, 20____

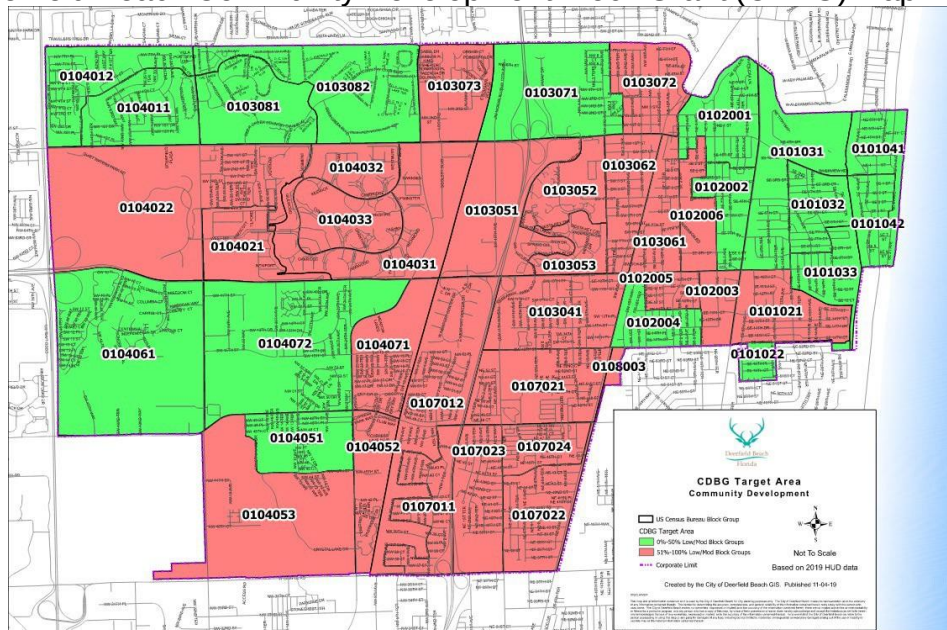
EXHIBIT "A"

SCOPE OF SERVICES

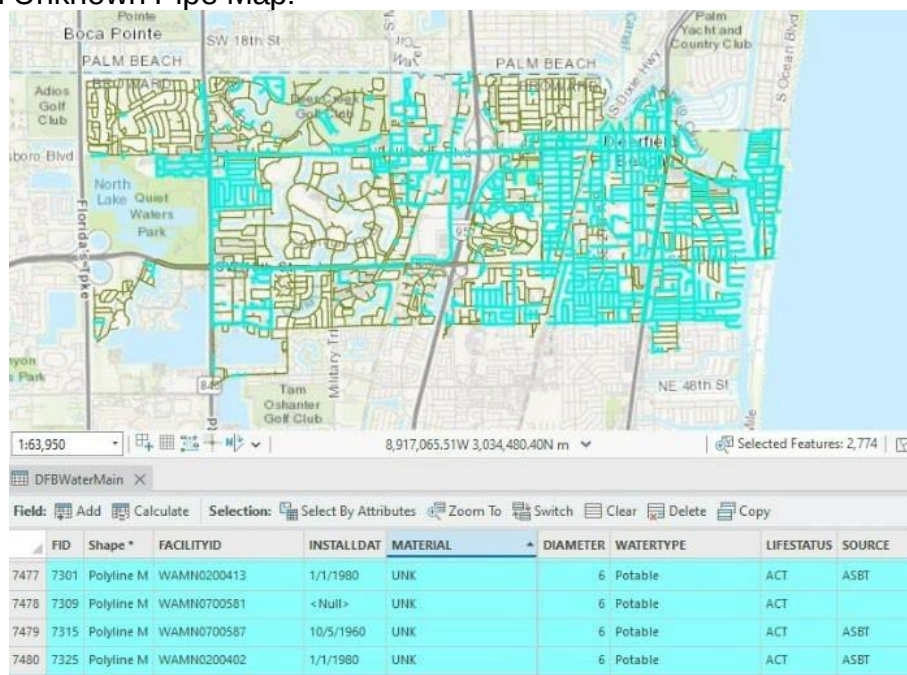
Consultant shall provide professional engineering services for the Deerfield Beach Asbestos Cement Pipe Replacement Project as follows:

The Consultant shall provide GIS mapping and field identification of water mains consisting of Asbestos Cement Pipe (ACP) within the City's Community Development Block Grant (CDBG) limits. Consultant will also prepare performance specifications to be used by the City for future projects to remove and replace the existing water mains consisting of ACP as identified as part of this project. Additionally, Consultant will provide assistance with the Capital Improvements Program (CIP) to prioritize the future existing water main replacement(s).

City of Deerfield Beach Community Development Block Grant (CDBG) Map:



Water Main Unknown Pipe Map:



The Consultant shall provide the following Tasks for the Project:

Task 401 Project Meetings & Coordination

Consultant will prepare for and attend kick-off and progress meetings with the Contract Administrator throughout the Project at times convenient to the Contract Administrator. This includes one (1) kick-off meeting and progress meetings monthly for a total of five meetings. Consultant will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines. For all applicable meetings Consultant will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the Consultant these meeting minutes will only serve to capture the items directly responsible to the Consultant's team and the interaction with agencies and/or the Consultant.

Task 402 Existing Records Research & GIS Input

Consultant will conduct a thorough examination of existing City records related to the water distribution system, with a specific focus on segments where the pipe material is unknown, aiming to incorporate this information into the Citywide GIS database. This process involves gathering documentation from various sources, including the municipal or County water department, engineering reports, construction plans, maintenance logs, and historical records of installations and replacements. Consultant will meticulously review the collected documentation to identify references to the material used in the construction of the water mains. Additionally, Consultant will organize and conduct meetings with relevant stakeholders, such as City officials, engineering departments, and water utility managers, to gather valuable insights and historical knowledge regarding the materials utilized in the water mains. Any material identified through these discussions will be promptly integrated into the Citywide GIS database. The remaining unidentified material for the water distribution system will undergo field verification in a subsequent task.

The City will provide Consultant with access to GIS Water Main Layer to allow for the updating of the water main pipe material within the City's GIS system. Updates will be completed throughout this project and as field investigations are completed as part of this project.

Task 403 Field Investigation

For the remaining unknown pipe materials for the water distribution systems, Consultant will first trace the system to determine if the pipe is conductive (tone able). Conductive water mains will be found by utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. If the pipe is tone able, we can ensure it is not ACP and will note as such in the Citywide GIS database. Based on the current GIS we anticipate 150,000 LF of Unknown pipe to be traced. It is anticipated 4,000LF per ten (10) hour-day will be mapped.

For the non-conductive water mains, Consultant will perform test holes approximately every 500' to determine the pipe material. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Test holes performed in the street will be patched using cold patch. A test hole summary report will be created providing coordinates and material. It is anticipated 75,000LF of non-conductive pipe will remain. 75,000LF / 500' per test holes = 150 Test Holes

Subsurface Utility Engineering Conditions and Understandings

City is required by law to contract Sunshine State One Call of Florida 48 hours in advance of any City excavation. If additional MOT is required beyond the capability of Consultant's standard MOT operations, Consultant will notify the City. Additional requests outside the scope of services, when requested by the City and/or City's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 404 Performance Specifications

Consultant will prepare a technical memorandum for the removal and replacement of the portions of the City owned water main distribution system that consists of ACP. This memorandum will combine the efforts from the data review and collection, GIS mapping, and field investigation results performed by the SUE team to prepare a comprehensive memorandum that will help guide the City for the design, permitting, and construction of future ACP replacement projects located within the City's Community Development Block Grant (CDBG) limits. The memorandum will include specifications and standard details to allow for different methodologies, including trenchless option(s), that may be used in future projects. The methodologies detailed will be in accordance with U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP), Florida Department of Environmental Protection (FDEP), and any other regulatory agencies having jurisdiction. The memorandum will also include detailed information on the permitting processes that may be required for the future replacement projects. This will include forms, permit application fees, and checklist of supporting documentation that may be required.

Task 405 CIP Assistance

Consultant will provide recommendations for the prioritization of the replacement of the ACP water mains within the study area based on age, sensitive populations, the improvements per the City's Master Plan and potential costs. Consultant will also estimate conceptual capital costs of improvements based on the City's current on-call contractor line items and will provide a project ranking protocol based on a planning level and cost-benefit analysis. Accordingly, the most feasible projects, both from an implementation and economic standpoint, will be recommended. The resulting report of this process will be a documented list of prioritized list of projects and a phased implementation schedule (with planning-level costs).

DELIVERABLES

Deliverables to be provided by Consultant will include the following:

1. Updates to City's GIS Map Water Main Layer
2. Field / Test Hole Report
3. Draft /Final Performance Specifications
4. Draft / Final CIP Recommendations Report

Consultant will provide electronic copies of each of the deliverables listed above.

PROJECT SCHEDULE

Subsequent to the issuance of a Notice to Proceed from the City, Consultant will commence work on the Project. Consultant anticipates commencing work within 5 business days from the Notice to Proceed, completing the prescribed work within 24 weeks or specified date in the Notice to Proceed. Please note that this does not account for the City's review time of deliverables.

Table 1 Schedule Estimate of Engineering Services

TASK	Duration
Task 401 – Project Meetings & Coordination	Duration of Project
Task 402 – Existing Records Research & GIS Input	8 Weeks from NTP
Task 403 – Field Investigation	12 Weeks from Task 402
Task 404 – Performance Specifications	12 Weeks from Task 402
Task 405 – CIP Assistance	4 Weeks from Task 403

CITY'S RESPONSIBILITY

The City will assist Consultant with the following items to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who will have the authority to transmit instructions, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for Consultant to enter upon public lands as required at no additional cost to perform observations or other necessary services under this Work Authorization.
- C. Make available to Consultant all existing information which may in any way be pertinent to the project.
- D. Assist in contacting all permitting agencies to facilitate expediting reviews and/or approvals.
- E. Grant Consultant access to edit the water main material attribute in the City's GIS database.

ADDITIONAL SERVICES

Consultant will not perform any additional services without the written consent of the City. Services performed beyond the Scope of Services described above will be considered additional services and will be presented to the City as an Addendum to this Work Authorization prior to initiating the work. Additional services will be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

Table 2 Budget Estimate of Engineering Services		
TASK	FEE	
Task 401 – Project Meetings & Coordination	\$ 8,920.00	NTE
Task 402 – Existing Records Research & GIS Input	\$ 36,800.00	NTE
Task 403 – Field Investigation	\$ 153,250.00	NTE
Task 404 – Performance Specifications	\$ 50,600.00	LS
Task 405 – CIP Assistance	\$ 34,800.00	LS
TOTAL FEE	\$284,370.00	

PROPOSAL FEES

Our Project/Proposal Number		11880.09	Personnel and Hourly Rates							Task Subtotals
Proposal Date		2/9/2024								
Tasks		Senior Project Executive	Project Manager II	Assistant Project Manager	Engineer III	Engineer II	Subsurface Utility Location Manager	Utility Designating	Test Hole (Each)	
No.	Description	\$400.00	\$175.00	\$100.00	\$165.00	\$135.00	\$140.00	\$200.00	\$450.00	
401	Project Meetings & Coordination	8	12	24	4	-	4	-	-	\$ 8,920.00
402	Existing Records Research & GIS Input	-	24	32	80	120	-	-	-	\$ 36,800.00
403	Field Investigation	-	16	8	-	26	26	375	150	\$ 153,250.00
404	Performance Specifications	16	60	10	100	120	-	-	-	\$ 50,600.00
405	CIP Assistance	24	40	8	40	80	-	-	-	\$ 34,800.00
Personnel Hours		48	152	82	224	346	30	375	150	\$ 284,370.00
Personnel Cost		\$ 19,200.00	\$ 26,600.00	\$ 8,200.00	\$ 36,960.00	\$ 46,710.00	\$ 4,200.00	\$ 75,000.00	\$ 67,500.00	
Personnel Subtotal		\$ 284,370.00								
Miscellaneous Expenses		\$ -								
Direct Expenses		\$ -								
GRAND TOTAL		\$ 284,370.00								

PROFESSIONAL FEE SERVICE SCHEDULE

	Hourly Rate
Senior Project Executive.....	\$400.00
Project Executive.....	\$350.00
Expert Witness	\$500.00
Government Liaison.....	\$400.00
Senior Project Manager.....	\$275.00
Project Manager III.....	\$225.00
Project Manager II.....	\$175.00
Project Manager I.....	\$150.00
Assistant Project Manager	\$100.00
Administrative Assistant	\$80.00
Engineer VI.....	\$250.00
Engineer V.....	\$225.00
Engineer IV.....	\$195.00
Engineer III.....	\$165.00
Engineer II.....	\$135.00
Engineer I.....	\$110.00
Senior Construction Manager.....	\$190.00
Construction Manager	\$160.00
Inspector III.....	\$125.00
Inspector II.....	\$100.00
Inspector I.....	\$90.00
Chief Surveyor.....	\$190.00
Sr. Surveyor & Mapper.....	\$180.00
Project Surveyor II.....	\$165.00
Project Surveyor I.....	\$150.00
Technician IV.....	\$140.00
Technician III.....	\$125.00
Technician II.....	\$110.00
Technician I.....	\$90.00
Chief Planner.....	\$190.00
Senior Planner.....	\$160.00
Planner IV.....	\$140.00
Planner III.....	\$125.00
Planner II.....	\$110.00
Planner I.....	\$90.00
Senior Landscape Architect.....	\$200.00
Landscape Architect II.....	\$165.00
Landscape Architect I.....	\$135.00
Arborist.....	\$140.00
Designer III.....	\$145.00
Designer II.....	\$135.00
Designer I.....	\$125.00
Chief Utility Coordinator.....	\$190.00
Senior Utility Coordinator.....	\$150.00
Utility Coordinator.....	\$110.00
Subsurface Utility Location Manager.....	\$140.00
Field Supervisor.....	\$90.00
Utility Designating/GPR	\$200.00
Survey Crew IV.....	\$250.00
Survey Crew III.....	\$200.00
Survey Crew II.....	\$150.00
Survey Crew I.....	\$100.00
Survey Static Laser Scanning	\$250.00
Survey Drone Crew	\$200.00
Impervious Coring >8".....	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface).....	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$450.00/Each

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1st Class	Current US Postal rate
Mileage:	Current IRS Standard Mileage rates

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-62

Agenda Date: 3/5/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Policy for Commemorative Naming and Renaming of city-owned spaces, facilities, and the honoring of large donations; providing for implementation, conflicts, and an effective date.

Recommended Action

City Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 14-73 of the City Code provides that by resolution, the City Commission may change, rename, or name an existing or newly established street within the City limits.

Resolution No. 2005/158 established a procedure for naming city streets, parks, or other facilities in memory of Deerfield Beach residents or businesspersons who have made a contribution to the city. The procedure included the establishment of a City Memorial Board whose function was to make recommendations to the City Commission for said namings.

Through Resolution No. 2011/076, the City Commission changed this board to a committee. The function was also changed to making recommendations to the City Commission for the naming of city local streets. This resolution further specified the naming procedure, including the requirement that a completed application be submitted and the establishment of criteria for these applications.

Resolution No. 2013/073 replaced the City Memorial Board/Committee, authorizing instead the Deerfield Beach Historical Society (the "Society") to make recommendations to the City Commission regarding street naming prior to the Commission's vote on the street naming.

Through Resolution No. 2019/087, the City Commission amended Resolution No. 2013/073 to allow for its direct approval of the street designation without formal recommendation from the Society when the Society is unable to obtain quorum for a meeting within 45 days of receipt of a completed application.

Current Activity

Based on the request of the Commission, staff has drafted a new, more comprehensive policy for commemorative naming/renaming that would apply not only to City-owned roadways, but also to City-owned facilities and spaces, as well as provide for honoring large donations. This policy sets forth specific criteria and procedures for application, review, and implementation of these types of commemorations by a supermajority vote of the commission. As such, it is additionally

recommended that the policy requires a supermajority vote to be amended.

The policy provides for acceptance of significant donations (typical of renovations, construction of facilities, donation of land). For large donations, donors may either be living or deceased and the actions are required to be memorialized by an agreement between the City and the donor.

Naming to honor Community Service and for Rights of Way requires that the honoree be deceased; have provided significant contributions to the city in a volunteer environment; and reflect good moral character. The policy outlines the application process, which includes: application fees, justification and supporting materials. A review committee makes a recommendation to the City Manager, who provides it to the Commission for approval by super-majority. The policy is presented for the Commission's approval.

Recommendation

City Commission to approve Resolution.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE POLICY FOR COMMEMORATIVE NAMING AND RENAMING OF CITY-OWNED SPACES, FACILITIES, AND THE HONORING OF LARGE DONATIONS; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Section 14-73 of the City Code of Ordinance provides that the City Commission, by resolution, may change, rename or name an existing or newly established street within the city limits; and

WHEREAS, on September 6, 2005, the City Commission adopted Resolution No. 2005/158, which created a Memorial Committee (the “Committee”) for the purpose of making recommendations to the City Commission for the naming of city streets, parks, or other public facilities; and

WHEREAS, Resolution No. 2005/158 placed no restrictions on the recommendation of the Committee, but in all cases the City Commission made the final determination; and

WHEREAS, on May 17, 2011, the City Commission adopted Resolution No. 2011/076, which amended Resolution No. 2005/158 revising the purpose and function of the Committee to making recommendations to the City Commission solely for the naming of city local streets; and

WHEREAS, on April 15, 2013, the City Commission adopted Resolution No. 2013/073, which amended Resolution No. 2011/076 and replaced the Committee by designating the Deerfield Beach Historical Society (the “Society”) as the entity responsible for making recommendations to the City Commission for the naming of streets based upon the criteria and procedure set forth in Resolution No. 2013/073; and

WHEREAS, on June 18, 2019, the City Commission adopted Resolution No. 2019/087, which amended Resolution No. 2013/076 to revise the procedures relating to the naming of city streets and set forth that the City Commission may directly approve or deny a street naming request without formal recommendation of the Society where the Society is unable to obtain a quorum for a meeting within 45 days of a completed application request; and

WHEREAS, the City Commission requested that City staff review the existing procedures and create a more comprehensive policy for commemorative naming/renaming that would not only apply to City-owned roadways, but also include City-owned facilities and spaces, as well as provide for honoring large donations (the “Commemorative Policy”); and

WHEREAS, the Commemorative Policy, attached as Exhibit “A,” sets forth the specific criteria and procedures for the application, review, approval and implementation of these commemorations and proposes a super-majority vote of the City Commission for approval as

well as for approval of any amendments to the Commemorative Policy; and

WHEREAS, City staff recommends approving the Commemorative Policy, attached as Exhibit “A.”

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

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

Section 2. The Commemorative Policy, attached as Exhibit “A,” is hereby approved.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Policy for Commemorative Naming/Renaming of City-Owned Spaces, Facilities and Roadways; and to Honor Large Donations

03/05/24 Draft

Policy establishing guidelines for the naming/renaming of City-owned facilities, including, but not limited to parks, open spaces, public facilities, buildings, amenities, rooms, other City-owned areas and roadways. Designation shall be by the Commission, by a supermajority vote.

General:

The City of Deerfield Beach shall be responsible for the naming/renaming of all City-owned facilities and roadways. Nothing herein shall prohibit the Mayor, Commissioners, City Manager, community member, community group or a resident from recommending a facility (or portions) or roadway be named/renamed in recognition of an individual or organization, provided that the criteria below met.

A. Naming to Honor Donations & Sponsorship

Naming may be performed to honor significant donations towards a City facility. In such case, eligibility would include a living person, deceased person or organization whose contribution or gift is of a most extraordinary nature. Naming may be considered based on the provision of significant funding that underwrites the cost of renovation or construction of City-owned facility. This may include monetary gifts and/or donation of land. Financial underwriting shall be broadly defined as substantial monetary contributions that completely or significantly enable City projects (parks, buildings or property acquisition) to occur. The acceptance and terms of the donation may be memorialized by an agreement between the donor and the City.

B. Naming to Honor/Commemorate Community Service

Naming may be performed to honor individuals who have made substantial contributions over a period of years to the City while volunteering services, serving on boards/committees and civic groups, former elected officials, or former employees.

I. Eligibility for Consideration

1. Persons who have made substantial contributions to the City over a period of at least ten years, while volunteering services, serving on boards/committees and civic groups.
2. Former City elected officials who have completed their full term, made a significant contribution to the City and/or elected to higher office.
3. Former City employees that have made significant contributions to the City (in a volunteer capacity) and separated from the City in good standing.
4. Individuals shall not have been convicted of (or plead no contest to) a felony and will be subject to a background check. Review of social media posts will also be conducted to ensure that posts are not disparaging to the City.

5. Individuals shall reflect moral turpitude in their department and not be associated with activities of drugs, alcohol, tobacco or elicit behavior.

II. Review & Approval Process

1. Requests for naming/renaming must be submitted in writing (form attached) to the City Manager. The request should include at least the following:

- \$500 non-refundable application fee, payable to the City of Deerfield Beach.
- Name of the applicant/requestor, including contact information (email, phone, address).
- Name of the honoree being considered and the proposed name to be used.
- Identification of the facility or property to be named/renamed.
- A brief biography of the honoree.
- The affiliation, if any, of the honoree to the facility to be named/renamed.
- Background information which details the accomplishment and/or supporting the name designation.

2. The City Manager shall appoint an ad-hoc committee (of at least 5 members) to review the request. Members may include representatives from the City Manager's Office, Parks & Recreation (if one of their facilities is being suggested), Environmental Services (impacted by signage and maintenance), other departments being impacted by the request, and a member of the Deerfield Beach Historical Society.

3. The committee shall review the request, confirm background check eligibility and forward a recommendation to the City Manager for final recommendation.

4. The City Manager shall consider the recommendation of the committee and forward to the City Commission for final determination. The City Manager may forward with recommendation for approval, denial or with no recommendation to the Commission.

5. The City Commission and City reserve the right to approve or disapprove any naming that it believes does not serve the best interests of the City, or does not reflect the values of the City.

6. Approval shall be by a supermajority of the City Commission.

V. Implementation of the Naming Decision

The named facility shall be displayed with proper signage. This may include its full name in written format (for an individual), or a logo and other graphic depiction (for an organization).

The City will develop its signage (including content), in a manner that reflects its brand. All signage must be approved by the City Facilities Aesthetics Committee (CFAC), in conjunction with the Director of Public Affairs. CFAC will work with the facility owner to determine an appropriate size and placement of the signage.

Whenever possible, a brief biographical excerpt of the individual's accomplishments (and/or explanation of the rationale for naming) should be exhibited in a prominent place within the facility.

VI. Duration of Naming Privileges:

The designation shall stand for an initial ten (10) year period, unless the Commission exercises the rights to terminate per Section VII. Unless otherwise terminated by the Commission, only after the initial ten (10) years may the facility be renamed.

VII. Termination:

The City reserves the right to revoke any previously approved naming for the following reasons:

- If the person subject to the naming privilege is subsequently convicted of a felony offence.
- In the event information comes to light that detracts from the rationale used to justify the naming, or
- If the Commission determines that termination is in the best interest of the City.

A supermajority vote of the Commission will be required for revocation of previous naming approval.

C. Naming of City-owned Roadways/Streets

Naming of City roadways and streets may be performed in memory of deceased Deerfield Beach residents or businesspersons who have made a significant contribution to the City. Because of the nature of this action, these designations are intended to be of a more permanent nature. Designation shall be by the Commission, by a supermajority vote.

General:

Nothing herein shall prohibit the Mayor, Commissioners, City Manager, community member, community group or a resident from requesting that certain city-owned roadways or rights-of-way, be named in memory of Deerfield Beach residents or businesspersons who are deceased, have made a significant impact to the City and whose relevance is more specific in the area where the street is located.

I. Review & Approval Process

1. Requests for naming/renaming must be submitted in writing (form attached) to the City Manager. The request should include at least the following:

- \$500 non-refundable application fee, payable to the City of Deerfield Beach.
- Name of the applicant/requestor, including contact information (email, phone, address).
- Street/roadway being proposed for renaming, including the cross streets at the start and end.

- A printout from the property appraiser's office within 60 day of the application, showing:
 - Parcel map of street segment, addresses and parcels affected.
 - The ownership of each property on said parcel map.
- A petition from at least 2/3 of the verifiable property owners, in favor of the application. The petition shall contain the name, address, phone number of each signer.
- Name of the honoree being considered and the proposed name to be used.
- A biography of the prospective honoree, and their historical significance.
- The affiliation, if any, of the honoree to the roadway to be renamed.
- Other background information, magazine and newspaper articles and similar materials that detail the accomplishment and/or supporting the renaming designation.

2. The City Manager shall appoint an ad-hoc committee (of at least 5 members) to review the request. Members may include representatives from the City Manager's Office, Environmental Services, Public Affairs & Marketing, other departments being impacted by the request, and a member of the Deerfield Beach Historical Society

3. The committee shall review the request and forward a recommendation to the City Manager for final recommendation.

4. The City Manager shall consider the recommendation of the committee and forward to the City Commission for final determination. The City Manager may forward with recommendation for approval, denial or with no recommendation to the Commission.

5. The City Commission and City reserve the right to approve or disapprove any naming that it believes does not serve the best interests of the City, or does not reflect the City's values.

6. Approval shall be by a supermajority of the City Commission.

7. Following Commission's approval, the City will coordinate with the County for the fabrication and installation of the revised street signs.



Application for Renaming of City-Owned Spaces, Facilities, and Roadways

***Before completing application, please review the policy establishing guidelines for renaming to confirm the eligibility of the proposed honoree.**

Contact Information:

Date of Application: _____

Name of Prospective Honoree: _____

Type of Renaming Requested:

- Facility: _____
- Roadway: _____
- Other: _____

Name of Applicant: _____

Applicant's Relationship to Prospective Honoree: _____

Phone Number: _____

Physical Address: _____

Email Address: _____

The following must accompany applications for all requests:

- Non-refundable application fee of \$500.00 must be submitted with the application. Check should be made payable to *City of Deerfield Beach*.
- The following documentation:
 - Biography of the prospective honoree.
 - Historical significance of the prospective honoree.
 - The affiliation, if any, of the prospective honoree to the space, facility, or roadway.
 - Other background information, magazine and newspaper articles and similar materials that detail the accomplishment and/or support the renaming designation.

For Street Renaming Requests:

In addition to the application fee and documentation of honoree's historical significance, the following are required:

- Current Street Name: _____
- Proposed Street Name, including the cross streets at the start and end:

- Accompanying Documentation:
 - Printout from the Broward County Property Appraiser's Office within 60 days of application, showing the following:
 - Parcel map of street segment, addresses and parcels affected.
 - Ownership of each property on said parcel map.
 - Petition (separate form) from at least 2/3 of the verifiable property owners, in favor of the application. The petition shall contain the printed name, address, and phone number of each signer.

The applicant agrees to conform to all applicable laws of the City of Deerfield Beach and to all applicable federal, state, and county laws.

Signature: _____

Submit application to the following address:

City of Deerfield Beach
City Manager's Office
150 NE 2nd Avenue
Deerfield Beach, FL 33441



Petition In Support of Renaming City-Owned Roadway

Name of Prospective Honoree: _____

Name of Applicant: _____

Current Street Name: _____

Proposed Street Name, including the cross streets at the start and end:

- This petition must include at least 2/3 of the verifiable property owners.
- This petition must include Printout from the Broward County Property Appraiser's Office within 60 days of application, showing the following:
 - Parcel map of street segment, addresses and parcels affected.
 - Ownership of each property on said parcel map.

Name of Property
Owner (Printed)

Street Address

Phone Number

Signature

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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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. 2024-80

Agenda Date: 3/5/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing and supporting an application to the Florida Fish and Wildlife Conservation Commission and the Florida Inland Navigation District to designate a year-round slow speed zone in the Intracoastal Waterway in Deerfield Beach, Hillsboro Beach, and Lighthouse Point; authorizing drafting an Ordinance to provide for the slow speed zone designation and coordinating with Broward County and other applicable entities to effectuate the designation; 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

At the November 16, 2023 Marine Advisory Board meeting, a Board member expressed safety concerns as it relates to reckless driving and boaters operating at high speeds on the Intracoastal Waterway (ICWW) south of the Hillsboro Bridge into Lighthouse Point. Current speed designations allow for boaters to operate up to 25 mph from April 1 - November 14 during the manatee season.

Current Activities

It is being proposed that the Commission support a year-round "slow speed" designation of portions of the ICWW south of Hillsboro Bridge to Lighthouse Point. Representatives from Lighthouse Point and the Town of Hillsboro Beach have indicated their support of this modification and have stated their plan to place similar requests on their respective commission agendas.

This agenda item is requesting authorization to move forward with the support of this change in designated speed zones and to work in tandem with the Town of Hillsboro Beach and Lighthouse Point (and other stakeholders) to request a modification of this speed designation to slow speed minimum wake year-round. In addition to the area south of the Hillsboro Bridge, a similar reduction in speed is being sought from the County line to the north to the Hillsboro Bridge for consistency as you come from Boca Raton into Broward County. The attached map depicts a comparison of the current and proposed speed designations within the municipalities.

This agenda item is approving a resolution of support for the change, and authorizing staff to work with the appropriate agencies and municipalities to implement the changes. The resolution is not approving the change in speed designation, as the City Commission does not have the authority to make these changes in the ICWW without the support of other state and local agencies.

Recommendation

City staff recommends the City Commission approve this Resolution to allow staff to engage with entities such as the Florida Inland Navigation District, Florida Fish and Wildlife Conservation Commission, and Broward County to move forward with a request for a speed zone designation modification within the ICWW within Deerfield Beach, the Town of Hillsboro Beach and the City of Lighthouse Point.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING AND SUPPORTING AN APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND THE FLORIDA INLAND NAVIGATION DISTRICT TO DESIGNATE A YEAR-ROUND SLOW SPEED ZONE IN THE INTRACOASTAL WATERWAY IN DEERFIELD BEACH, HILLSBORO BEACH, AND LIGHTHOUSE POINT; AUTHORIZING DRAFTING AN ORDINANCE TO PROVIDE FOR THE SLOW SPEED ZONE DESIGNATION AND COORDINATING WITH BROWARD COUNTY AND OTHER APPLICABLE ENTITIES TO EFFECTUATE THE DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at the November 16, 2023 Marine Advisory Board (the “MAB”) meeting, a Board member expressed safety concerns regarding reckless driving and boaters operating at high speeds on the Intracoastal Waterway south of the Hillsboro Bridge into Lighthouse Point; and

WHEREAS, current speed designations allow for boaters to operate up to 25 mph from April 1 - November 14 during the manatee season; and

WHEREAS, the MAB proposed that the City Commission support a year-round “slow speed” designation of portions of the Intracoastal Waterway south of Hillsboro Bridge to Lighthouse Point; and

WHEREAS, representatives from the City of Lighthouse Point and the Town of Hillsboro Beach have indicated their support of this speed limit modification and have stated their plan to place similar requests on their respective commission agendas; and

WHEREAS, a similar reduction in speed is being sought from the County line to the north to the Hillsboro Bridge for consistency as a boater enters from Boca Raton into Broward County, with the map attached as Exhibit “A” depicting a comparison of the current and proposed speed designations within the municipalities; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize and support the submission of an application to the Florida Fish and Wildlife Commission and the Florida Inland Navigation District (the “Application”) to designate a year round slow-speed zone in the intracoastal waterway in Deerfield Beach, Hillsboro Beach and Lighthouse Point, as specifically depicted in Exhibit “A”, (the “Slow Speed Zone Designation”) and taking such other necessary actions to effectuate the Slow Speed Zone Designation.

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 supports and authorizes the submission of the Application to the Florida Fish and Wildlife Conservation Commission (“FWC”) and the Florida Inland Navigation District (“FIND”) to implement the Slow Speed Zone Designation in the intracoastal waterway in Deerfield Beach, Hillsboro Beach and Lighthouse Point, as specifically depicted in Exhibit “A, and urges the FWC and FIND to approve the Slow Speed Zone Designation.

Section 3. The City Commission hereby authorizes the City Attorney to draft an Ordinance for consideration by the City Commission to provide for the Slow Speed Zone Designation, and authorizes the appropriate City officials to submit the Application and coordinate with Broward County and other applicable entities, including but not limited to the Town of Hillsboro Beach and the City of Lighthouse Point, to effectuate the Slow Speed Zone Designation.

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

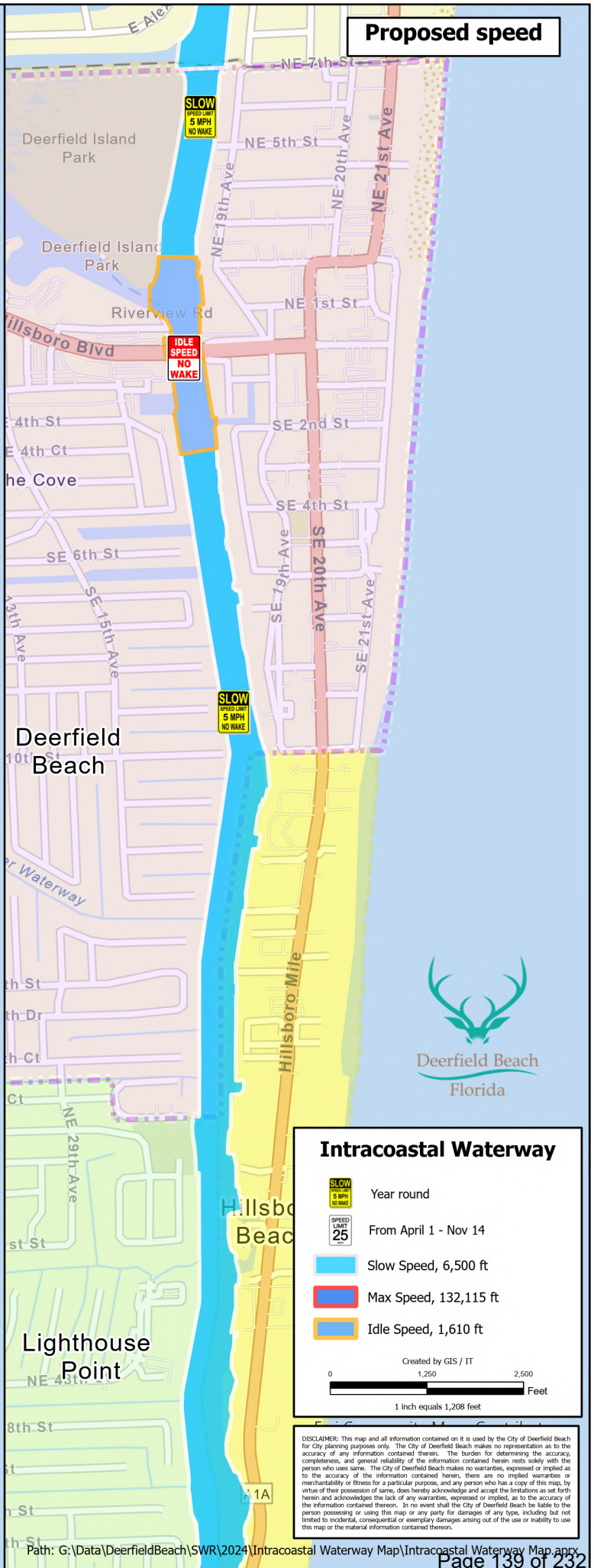
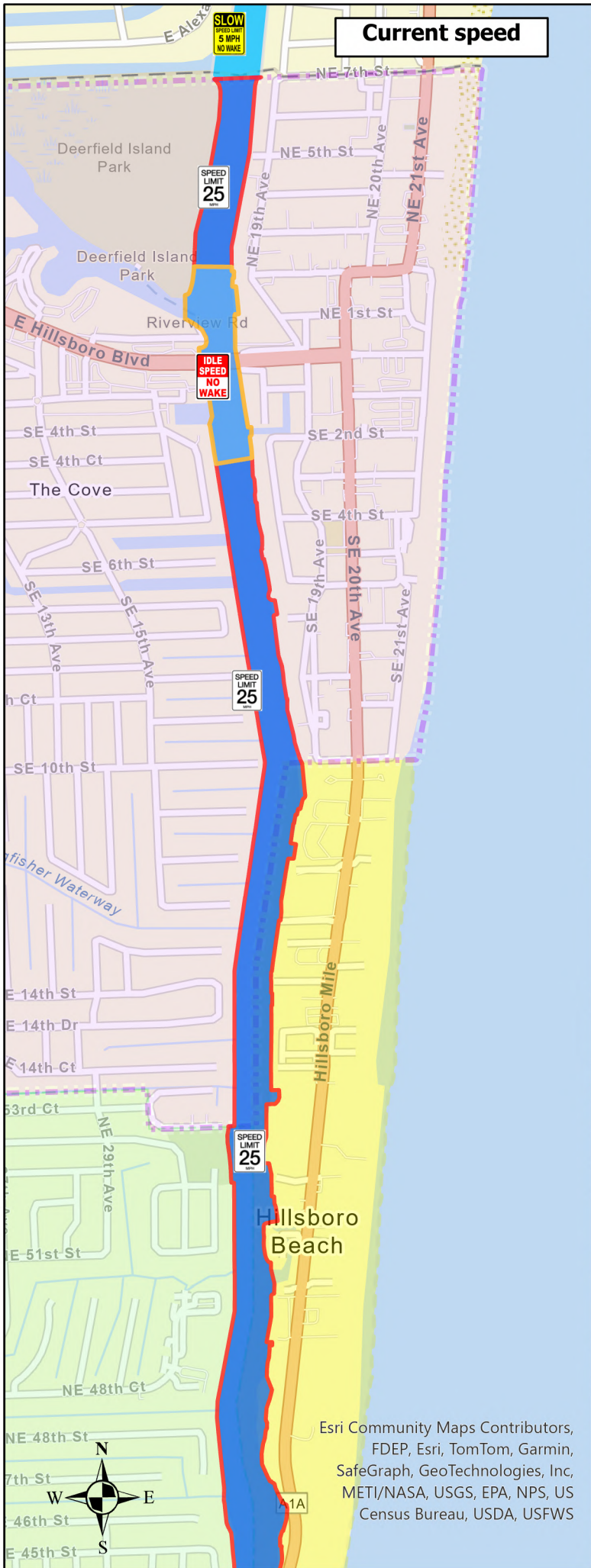
Section 5. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Deerfield Beach
Florida



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-26

Agenda Date: 3/5/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount of not exceeding \$16,500,000 to provide financing for certain capital improvements to the City's Water and Sewer System and related costs; authorizing the issuance of a Water and Sewer Revenue Note, Series 2024 to evidence such loan; making findings and determinations as to the loan and the note; accepting the lender's proposal to provide the loan and purchase the note; providing that the City's obligations under the loan and the note shall be secured and payable from pledged funds consisting primarily of the net revenues of the City's Water and Sewer System; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Note; authorizing other required actions in connection therewith; providing that inconsistent resolutions shall be inapplicable and repealing a prior resolution; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption 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.

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 for an amount up to \$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.

Based on the proposals received and discussions among the working group, TD Bank provided the most favorable proposal, which had the best combination of low interest rates and the most flexible prepayment provisions for both the long-term and short-term funding options. At the December 12, 2023, City Commission meeting, City Staff and Davenport presented the working group's recommendation to proceed with TD Bank's 3-Year Bond Anticipation Note ("BAN").

Current Activity

After receiving approval from the Commission, two factors have influenced staff's recommendation to the City Commission for a longer-term financing option.

First, The City Utility Fund's existing State Revolving Fund ("SRF") Loans are subordinate indebtedness, administered by the FDEP, and therefore FDEP consent is required for senior lien indebtedness. Upon their review of the proposed TD Bank (short-term) BAN financing previously approved by the City, FDEP indicated that they can't support the short-term option, and prefer and have granted consent to the City to issue this longer-term financing option with a 10-year amortization.

Secondly, the City has intentionally not locked the interest rate for borrowing since the 10-year

Treasury Taxable Rate has decreased since the Lender submitted the original proposal and indicative rate. Although the rate is still floating until the rate is locked, the rate has dropped approximately 60 basis points, making the longer-term option a favorable option for the City. At the time of Commission approval, the TD Bank proposed interest rate was 4.82% for the longer-term option. The estimated current market interest rate is 4.26%. The rate will be locked soon after Commission approval if adopted.

TD Bank's flexible prepayment provisions on the long-term option allow the City to prepay/refund this debt when the larger second tranche is ready to be issued, should it make sense to do so. This is similar to the original short-term BAN option that was previously approved.

In summary:

- TD bank provided the preferred long-term option given the low interest rate and completely flexible prepayment provisions;
- Interest rates have trended down since the original proposal date, making the anticipated effective interest rate/costs to the City lower; and
- FDEP provided preliminary guidance that the long-term option fits within their parameters to provide their consent for the City to move forward.

Recommendation

Staff recommends approval of this Resolution.

RESOLUTION NO. 2024/_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,500,000 TO PROVIDE FINANCING FOR CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM AND RELATED COSTS; AUTHORIZING THE ISSUANCE OF A WATER AND SEWER REVENUE NOTE, SERIES 2024 TO EVIDENCE SUCH LOAN; MAKING FINDINGS AND DETERMINATIONS AS TO THE LOAN AND THE NOTE; ACCEPTING THE LENDER'S PROPOSAL TO PROVIDE THE LOAN AND PURCHASE THE NOTE; PROVIDING THAT THE CITY'S OBLIGATIONS UNDER THE LOAN AND THE NOTE SHALL BE SECURED AND PAYABLE FROM PLEDGED FUNDS CONSISTING PRIMARILY OF THE NET REVENUES OF THE CITY'S WATER AND SEWER SYSTEM; APPROVING THE FORM OF A LOAN AGREEMENT WITH THE LENDER AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE NOTE; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION THEREWITH; PROVIDING THAT INCONSISTENT RESOLUTIONS SHALL BE INAPPLICABLE AND REPEALING A PRIOR RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "City Commission") of the City of Deerfield Beach, Florida (the "City") desires to obtain a loan to finance the cost of certain capital improvements to the City's water and sewer system, as more specifically described in Exhibit A to the Loan Agreement (as defined herein) (the "Project"), pay capitalized interest through November 1, 2026 and pay costs of issuance; and

WHEREAS, on September 21, 2023, the Financial Advisor (as defined herein) distributed a Request for Proposals (the "RFP") on behalf of the City soliciting interest from financial institutions to provide a loan to the City in an aggregate principal amount not exceeding \$16,500,000 (the "Loan") in order to finance the cost of the Project, pay capitalized interest through November 1, 2026 and pay costs of issuance; and

WHEREAS, the City received proposals from various financial institutions in response to the RFP expressing interest in providing the Loan to the City; and

WHEREAS, TD Public Finance LLC (the "Lender") submitted its proposal dated October 25, 2023, as revised on January 25, 2024 (the "Proposal") attached hereto as Exhibit A and for all purposes made a part hereof, to provide the Loan to the City upon the terms and

conditions set forth in the Proposal, including, without limitation, a short-term, interim financing Loan and certain longer-term Loan options; and

WHEREAS, the evaluation committee established by the City reviewed all proposals received and recommended that the City Commission accept the Proposal of the Lender to provide short-term, interim financing; and

WHEREAS, on December 12, 2023, the City Commission adopted Resolution No. 2023/197 (the “Prior Resolution”) authorizing and approving a short-term, interim financing Loan from the Lender for the Project; and

WHEREAS, since adoption of the Prior Resolution, interest rates have dropped approximately sixty (60) basis points for the longer-term option financing, making the longer-term financing a more favorable option to the City than it was a few months ago; and

WHEREAS, as a result of certain prior loans extended to the City which are secured by the Net Revenues of the City’s Water and Sewer System, the Florida Department of Environmental Protection (“DEP”) has consent rights over the ability of the City to incur additional indebtedness secured by such Net Revenues, and subsequent to the adoption of the Prior Resolution DEP provided feedback that they can’t support the short-term option loan, and prefer and have granted consent to the City to issue this longer-term financing option; and

WHEREAS, in order to obtain the required consent from DEP and be able to finance the Project, the City Commission is willing to modify the proposed structure of the Loan and now desires to authorize and approve a longer-term financing for the Project for which DEP has provided its consent; and

WHEREAS, the City Commission believes it is in the best interest of the City and its residents to (i) accept the Proposal for the longer-term financing (ii) enter into a Loan Agreement between the City and the Lender (the “Loan Agreement”), substantially in the form attached hereto as Exhibit B, setting forth the terms and conditions pursuant to which the Lender will provide the Loan to the City, (iii) issue its Water and Sewer Revenue Note, Series 2024 (the “Note”) to evidence the Loan, and (iv) approve the form of and authorize the execution and delivery of the Loan Agreement and the Note; and

WHEREAS, the City Commission desires to repeal the Prior Resolution.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Florida Constitution, Chapter 166, Florida Statutes, as amended, the Charter of the City, the Authorizing Ordinance (as defined herein), and other applicable provisions of law.

SECTION 3. FINDINGS. The City hereby finds and determines that:

(a) it is in the best interests of the City and its residents to undertake the Project and to obtain financing for the Project;

(b) it is in the best interests of the City and its residents to accept the Proposal, to enter into the Loan Agreement with the Lender and to issue the Note to the Lender;

(c) it is hereby determined by the City Commission that a negotiated award of the Loan and the Note is necessary and is in the best interests of the City and its residents because of (i) the volatile financial market conditions, (ii) the necessity of being able to adjust the terms of the Loan and the Note to respond to changes in market conditions and (iii) the need to maintain maximum flexibility while moving as expeditiously as possible to consummate the financing;

(d) the obligation of the City to repay the Note in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the City, secured by and payable solely from the Pledged Funds consisting primarily of the Net Revenues of the System (as such capitalized terms are defined herein), as provided in the Loan Agreement. The obligation of the City to repay the Note in accordance with its terms and to make other payments, if any, required under the Loan Agreement shall not be or constitute a general obligation or indebtedness of the City and neither the Note nor the Loan shall be or constitute a “bond” within the meaning of Article VII, Section 12, Florida Constitution. Neither the Lender nor any successor owner of the Note shall be entitled to compel the payment of the principal of or interest on the Note or the making of any other payments required under the Note or the Loan Agreement from any moneys of the City other than the Pledged Funds; and

(e) this Resolution constitutes a “Supplemental Resolution” for purposes of Section 4 of the Authorizing Ordinance.

SECTION 4. DEFINITIONS. In addition to capitalized terms defined in the recitals hereto or elsewhere in this Resolution, the following terms shall have the meanings ascribed to them in this Section, and any capitalized words or terms used herein that are not normally capitalized and that are not defined herein shall have the meanings ascribed thereto in the Authorizing Ordinance or in the Loan Agreement, as applicable, unless the context or use clearly indicates otherwise:

“Authorizing Ordinance” means the ordinance enacted by the City Commission on December 12, 2023, authorizing, among other things, the Loan and the issuance of the Note in the aggregate principal amount of not exceeding \$16,500,000.

“Authorized Officers” shall mean the Mayor, the Vice Mayor, the City Manager, the City Clerk, the Chief Financial Officer or any officer or employee or employees of the City expressly authorized by name or position to perform specific acts or duties under the Loan Agreement by ordinance or resolution duly enacted or adopted, as applicable, by the City Commission.

“Bond Counsel” means Greenberg Traurig, P.A., or any other law firm selected by the City that is nationally recognized in the area of municipal finance.

“Chief Financial Officer” means the duly appointed Chief Financial Officer of the City or in such person’s absence or inability to act, such other person who is designated to act as Chief Financial Officer.

“City Attorney” means the City Attorney of the City or any Assistant City Attorney designated by the City Attorney.

“City Clerk” means the duly appointed Clerk of the City or in such person’s absence or inability to act, any duly appointed Deputy City Clerk of the City.

“City Manager” means the individual who serves as the chief administrative officer of the City, or in such person’s absence or inability to act, any duly appointed Deputy or Assistant City Manager of the City.

“Financial Advisor” means Davenport & Company LLC, or any other firm selected by the City that is nationally recognized for providing financial advisory services in the area of municipal finance.

“Mayor” means the duly elected Mayor of the City or in such person’s absence or inability to act, the Vice Mayor of the City.

“Net Revenues” has the meaning set forth in the Loan Agreement.

“Pledged Funds” has the meaning set forth in the Loan Agreement.

“System” means the water and sewer system owned and operated by the City, as more specifically described in the Loan Agreement.

“Vice Mayor” means the duly appointed Vice Mayor of the City or in such person’s absence or inability to act, any other Commissioner appointed to serve as the acting Vice Mayor.

SECTION 5. ACCEPTANCE OF PROPOSAL; AUTHORIZATION OF LOAN AND ISSUANCE OF NOTE. The City Commission hereby accepts the Proposal of the Lender, attached hereto as Exhibit A, to provide the Loan in an aggregate principal amount not exceeding Sixteen Million Five Hundred Thousand Dollars (\$16,500,000). The proceeds from the Loan shall be used solely for the purpose of financing the cost of the Project, paying capitalized interest through November 1, 2026 and paying costs of issuance of the Note.

The City hereby authorizes the issuance of the Note, to be issued under and pursuant to the Authorizing Ordinance, this Resolution and the Loan Agreement, in an aggregate principal amount not exceeding \$16,500,000, with such terms as provided in Section 6 hereof.

SECTION 6. TERMS AND PROVISIONS APPLICABLE TO THE NOTE. The Note is issuable only in fully registered form and shall be substantially in the form set forth as Exhibit C to the Loan Agreement, with such appropriate variations, omissions and insertions as

may be required therein and approved by the City Manager, with the City Manager's execution of the Note being conclusive evidence of his approval and the City Commission's approval of such variations, omissions and insertions. The Note shall be issued as one note, shall be dated its date of issuance, shall bear interest at a fixed rate from its dated date, subject to adjustment, as set forth in the Loan Agreement and the Note, shall mature not later than ten (10) years from the date of issuance thereof, and shall be subject to prepayment, all as set forth in the Loan Agreement and in the Note. The Note shall be secured by and payable from the Pledged Funds, in the manner and to the extent provided in the Loan Agreement.

The Note shall be designated as "City of Deerfield Beach, Florida Water and Sewer Revenue Note, Series 2024."

SECTION 7. APPROVAL OF THE FORM AND AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LOAN AGREEMENT. The Loan Agreement is hereby approved substantially in the form set forth as Exhibit B hereto, with such variations, omissions and insertions as may be approved by the City Manager, with the City Manager's execution of the Loan Agreement being conclusive evidence of his approval and the City Commission's approval of such variations, omissions and insertions from the form thereof set forth as Exhibit B hereto. The City Manager is hereby authorized to execute and deliver the Loan Agreement and the City Clerk is hereby authorized and directed to attest to the execution of the Loan Agreement by the City Manager and affix or imprint the seal of the City thereon.

SECTION 8. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE NOTE. The City Manager is hereby authorized and directed to cause the Note to be signed with his manual or facsimile signature and the City Clerk is hereby authorized and directed to attest to the execution of the Note by the City Manager with her manual or facsimile signature and is hereby directed and authorized to cause the seal of the City or a facsimile thereof to be affixed or imprinted on the Note, and the Note shall thereupon be delivered to the Lender.

SECTION 9. GENERAL AUTHORITY. The members of the City Commission, the City Manager, the City Clerk, the Chief Financial Officer, the City Attorney, the officers, attorneys and other agents or employees of the City, including, without limitation, the Financial Advisor and Bond Counsel, are hereby authorized to do all acts and things required of them by the Authorizing Ordinance, this Resolution, the Loan Agreement or the Note, or desirable or consistent with the requirements of the Authorizing Ordinance, this Resolution, the Loan Agreement or the Note, 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 City Clerk, the Chief Financial Officer and the City Attorney, and the Financial Advisor and Bond Counsel, are each 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, as applicable, necessary or proper for carrying out the transactions contemplated hereunder.

In any case where the Mayor or the City Manager is authorized or directed to make a determination or otherwise take action under this Resolution, the Mayor and the City Manager are authorized to make such determination or take such action after such consultation, if any, as

the Mayor or the City Manager deems appropriate with the Chief Financial Officer, the Financial Advisor, the City Attorney and/or Bond Counsel.

SECTION 10. COMPLIANCE WITH OPEN MEETING LAW. It is found and determined that all formal actions of the City Commission concerning and relating to the adoption of this Resolution 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 11. HEADINGS FOR CONVENIENCE ONLY. The headings preceding the texts of the several sections and subsections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect.

SECTION 12. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held by a court of competent jurisdiction to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 13. INCONSISTENT RESOLUTIONS. All Resolutions and parts thereof which are inconsistent with any of the provisions of this Resolution are hereby declared to be inapplicable to the provisions of this Resolution. In particular, the Prior Resolution is hereby repealed.

SECTION 14. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2024.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Bill Ganz, Mayor

ATTEST:

Heather Montemayor, City Clerk

EXHIBIT A

PROPOSAL OF TD PUBLIC FINANCE LLC

EXHIBIT B
FORM OF LOAN AGREEMENT

LOAN AGREEMENT

by and between

THE CITY OF DEERFIELD BEACH, FLORIDA

and

TD PUBLIC FINANCE LLC

Dated as of March 28, 2024

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LOAN AGREEMENT

This Loan Agreement (the “Loan Agreement”) dated as of March 28, 2024 and entered into by and between TD PUBLIC FINANCE LLC, organized and existing under the laws of the State of Delaware (the “Lender”) and the CITY OF DEERFIELD BEACH, FLORIDA (the “Borrower”), a duly constituted municipality under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Borrower is authorized under and pursuant to the Act to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, pursuant to the authority provided by the Act, the Borrower desires to borrow from the Lender and the Lender desires to loan to the Borrower (such borrowing, the “Loan”) the amount necessary to enable the Borrower to (i) finance the cost of certain capital improvements to the Borrower’s water and sewer system (the “System”), as more specifically described in Exhibit A hereto (the “Project”), (ii) pay capitalized interest on the Note (as defined herein) through November 1, 2026, and (iii) pay the costs of issuance of the Note, all subject to the terms and conditions set forth in this Loan Agreement; and

WHEREAS, the Borrower has previously entered into a loan in the original principal amount of \$11,397,242.60 (the “2018 Loan”) pursuant to a Loan Agreement dated as of June 13, 2018 by and between the Borrower and Bank of America, N.A. (the “2018 Loan Agreement”), which loan is secured by a pledge of and lien on the Pledged Revenues, as defined in the 2018 Loan Agreement and herein, consisting primarily of the net revenues derived by the Borrower from the operations of the System; and

WHEREAS, the 2018 Loan Agreement continues certain funds and accounts, previously established by the Borrower, for application of the revenues of the System and permits the issuance of additional debt secured on a parity with the 2018 Loan from the Pledged Revenues and from the amounts on deposit in such funds and accounts; and

WHEREAS, the Borrower will comply with the requirements of the 2018 Loan Agreement for the issuance of additional parity debt and the Loan will be additional debt payable from and secured by the Pledged Revenues on a parity with the 2018 Loan; and

WHEREAS, neither the Borrower nor the State or any political subdivision thereof, shall in any way be obligated to pay the principal of or interest on the Loan or the Note, as the same shall become due, and the borrowing of funds hereunder and the issuance of the Note by the Borrower shall not directly, indirectly or contingently obligate the Borrower, the State or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment, except that the Loan and the Note shall be payable by the Borrower and secured solely from the funds and revenues pledged under and pursuant to this Loan Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement, including, without limitation, the “Whereas” clauses hereof, shall have the following meanings:

“Accountant” means the independent certified public accountant or firm of certified public accountants at the time employed by the Borrower under the provisions of this Loan Agreement to perform and carry out the duties imposed on the Accountant by this Loan Agreement.

“Accounts” means the accounts created pursuant to Section 2.03 herein.

“Act” means, collectively, Chapter 166, Florida Statutes, and all other applicable provisions of law.

“Additional Debt” means the debt obligations issued at any time in accordance with the provisions of Section 6.02 hereof on a parity with the 2018 Loan and the Loan.

“Additional Payments” means payments required by Section 5.02 hereof.

“Additional Project” means the acquisition, construction, erection, renovation or reconstruction of additions, extensions and improvements to the System and shall include all property rights, appurtenances, easements, rights of way, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, erection, renovation, reconstruction, or the operation thereof which shall be financed in whole or in part with the proceeds of Additional Debt.

“Arbitrage Regulations” means the income tax regulations promulgated, proposed or applicable pursuant to Section 148 of the Code as the same may be amended or supplemented or proposed to be amended or supplemented from time to time.

“Assessments” means the proceeds to be derived from the assessments to be levied against the lands and properties to be specially benefited by the construction of any Additional Project, including interest on such assessments and any penalties thereon and moneys received upon the foreclosure of the liens of any such assessments, but excluding moneys recovered for the expense of collecting Assessments.

“Authorized Depository” means the State Board of Administration of Florida or a bank or trust company in the State which is eligible under the laws of the State to receive funds of the Borrower.

“Authorized Representative” means the person performing the functions of the Mayor or Deputy, Acting or Vice Mayor or other officer authorized to exercise the powers and performs the duties of the Mayor; and, when used with reference to an act or document, also means any other person authorized by resolution to perform such act or sign such document.

“Available Impact Fees” means the Impact Fees to the extent that such fees or charges have been lawfully levied and collected by the Borrower and may under applicable law be used for the Debt Service Requirements.

“Balloon Debt” means (i) any Additional Debt the interest on which is payable periodically and twenty-five percent (25%) or more of the original principal amount of which matures during any one Fiscal Year and for which amortization of principal by mandatory redemption is not provided for prior to maturity, and (ii) any Additional Debt that is subject to purchase by the Borrower at the option of the holder for which no liquidity facility is available with respect thereto to provide for the purchase of such debt at the time calculation of interest rates is to be made.

“Basic Payments” means the payments denominated as such in Section 5.01 hereof.

“Bond Counsel” means the law firm of Greenberg Traurig, P.A., or any other nationally recognized bond counsel acceptable to the Borrower.

“Borrower Revenue Fund” means the fund of the Borrower by that name previously established by the Borrower in connection with a prior loan benefitting the System, and continued by the Borrower pursuant to Section 2.03 of the 2018 Loan Agreement and this Loan Agreement.

“Business Day” means any day of the year which is not a Saturday or Sunday or a day on which the offices of the Lender in Broward County, Florida, are lawfully required or allowed to be closed.

“Certificate,” “Statement,” “Request,” “Requisition” and “Order” of the Borrower mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Borrower by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

“City Commission” means the governing body of the Borrower.

“Closing” means the closing of the Loan pursuant to this Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated, proposed or applicable thereunder.

“Commencement Date” means the date when the term of this Loan Agreement begins and the obligation of the Borrower to make Loan Repayments accrues.

“Consulting Engineers” means one or more qualified and recognized consulting engineers or firm of consulting engineers having favorable repute, skill and experience with respect to the planning and operation of public utility systems similar to the System, who shall be retained from time to time by the Borrower.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Lender or the Borrower.

“Debt Service Requirement” for any Note Year means the sum of:

(1) The aggregate amount required to pay the principal and interest becoming due on the Parity Notes during such Note Year.

(2) For purposes of Section 6.02 hereof, the following assumptions shall be applicable in calculating the Debt Service Requirement:

(a) The interest on Variable Rate Notes shall be the interest to accrue on such Variable Rate Notes for such Fiscal Year; provided, however, that for purposes of determining the Maximum Annual Debt Service, the interest on Variable Rate Notes shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Notes during the twelve months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Notes shall have been Outstanding, and (B) the actual rate of interest on such Variable Rate Notes on the date of calculation; provided that if a Series of Variable Rate Notes had not been Outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though said Variable Rate Notes had been Outstanding for the twelve month period by using (i) if the Variable Rate Notes are tax-exempt, the Revenue Bond Index, and (ii) if the Variable Rate Notes are taxable, the one-month Secured Overnight Financing Rate plus [1.39%] in either case as of the date of calculation. If any Additional Debt is subject to purchase by the Borrower at the option of the holder and a liquidity facility is available with respect thereto to provide for the purchase of such debt at the time calculation of interest rates is to be made, the “put” date or dates shall be ignored and the stated maturity dates of such debt shall be used for the purposes of this calculation;

(b) In the case of Balloon Debt the debt service requirements of the Balloon Debt may be excluded and in lieu thereof the Balloon Debt shall be viewed as debt securities hypothetically maturing in substantially equal annual payments of principal and interest over a period of 20 years from the date of issuance thereof; and

(c) If all or a portion of the principal of or interest on the Additional Debt or the Parity Notes is payable from funds irrevocably set aside or deposited for such purpose, including, but not limited to, interest capitalized from the proceeds of such Additional Debt or Parity Notes, together with projected earnings thereon, such principal or interest shall not be included in calculating the annual Debt Service Requirement.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Default Rate” means the “prime rate” as quoted in the Wall Street Journal, plus six percent (6.0%); provided that in no event shall the “prime rate” have a value of less than three percent (3.0%) for purposes of this calculation.

“Event of Default” has the meaning ascribed to such term in Section 9.01 of this Loan Agreement.

“Expansion Facilities” means all those improvements, extensions and additions to the System, including all lands and interests therein, franchises, plants, buildings, machinery, fixtures, equipment, pipes, mains, and all other property, real and personal, tangible and intangible, which shall be constructed or acquired in order to meet the increased demand upon the System, whether actual or anticipated, created by new users connecting to the System.

“Expansion Percentage” as applied to any Additional Debt issued or incurred wholly or in part to finance Expansion Facilities means a fraction having a numerator equal to the principal amount of the related Additional Debt which is attributable to Expansion Facilities, as shall be determined by the Qualified Independent Consultant and set forth in the Project Certificate relating to such debt and a denominator equal to the original aggregate principal amount of the related Additional Debt being issued or incurred.

“Fiscal Year” means the fiscal year of the Borrower, currently October 1 through September 30 of each calendar year.

“Funds” means (i) the funds established or continued by the Borrower pursuant to Section 2.03 of the 2018 Loan Agreement and continued by the Borrower as further described in Section 2.03 hereof, and (ii) the Project Fund created by Section 2.05 hereof.

“Governmental Obligations” means direct and general non-callable obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, including interest on obligations of the Resolution Funding Corporation.

“Gross Revenues” means all income and moneys received by the Borrower from the Rates, or otherwise received by the Borrower or accruing to the Borrower in the management and operation of the System, which are legally available for debt service on the Parity Notes, calculated in accordance with generally accepted accounting methods employed in the operation of public utility systems similar to the System, including, without limiting the generality of the foregoing, all earnings and income derived from the investment of Gross Revenues and moneys under the provisions of this Loan Agreement which are in any accounts as herein provided. Gross Revenues does not include Impact Fees or Assessments unless otherwise expressly provided with respect to any particular Additional Debt.

“Impact Fees” means all non-refundable (except at the option of the Borrower) system development fees, connection fees, capital expansion fees, utility improvement fees or other similar fees and charges separately imposed by the Borrower upon new customers of the System as a non-user capacity charge (not related to actual use or service fees) for a proportionate share of the cost of the acquisition or construction of Expansion Facilities, which are imposed by the Borrower for the purpose of allocating to such customers a portion of the cost of the additional System capacity made necessary by the extension or expected extension of System services to such customers or expected extension of System services to such customers, but only to the extent that any such fee or charge has been lawfully levied and collected by the Borrower and may under applicable law be used for the acquisition or construction of the Expansion Facilities or for Impact Fees Debt Service Components.

“Impact Fees Debt Service Component” for any Note Year means the amount of Available Impact Fees equal to the total of the products determined by multiplying the Debt Service Requirement by the Expansion Percentage for each Parity Note issued wholly or in part to finance Expansion Facilities.

“Interest Payment Date” means May 1 and November 1 of each year, commencing May 1, 2024.

“Investment Policy” shall mean the then current investment policy of the City as approved by the City Commission.

“Loan” means the Loan made to the Borrower by the Lender to pay the costs of the Project, in the amount specified in Section 3.01 herein.

“Loan Agreement” means this Loan Agreement and any amendments and supplements hereto.

“Loan Repayment Date” means the Maturity Date or any earlier date on which the Borrower elects to prepay the Loan in whole or in part.

“Loan Repayments” means the payments of principal and interest and other payments payable by the Borrower pursuant to the provisions of this Loan Agreement, including, without limitation, Additional Payments.

“Loan Term” means the term provided for in Article IV of this Loan Agreement.

“Maturity Date” means November 1, 2033.

“Maximum Annual Debt Service Requirement” means, as of any particular date of calculation, the greatest annual Debt Service Requirement for the Parity Notes for the then current or any future Note Year.

“Net Revenues” means Gross Revenues less Operating Expenses.

“Noteholder” or “Holder” or “holder of the Note” or “Owner” or “owner of the Note” whenever used herein with respect to the Note, means the person in whose name the Note is registered.

“Note” means the City of Deerfield Beach, Florida Water and Sewer Revenue Note, Series 2024, issued by the Borrower to evidence its obligations to repay the Loan.

“Note Year” means a 12-month period beginning on October 1 and ending on and including the following September 30.

“Operating Expenses” means the current expenses, paid or accrued, of operation, maintenance and repair of the System as calculated in accordance with generally accepted accounting principles, but shall not include expenses not annually recurrent, any reserve for renewals and replacements, extraordinary repairs or any allowance for depreciation.

“Opinion of Bond Counsel” means an opinion by Bond Counsel.

“Opinion of Counsel” means an opinion in writing of a legal counsel, who may, but need not be, counsel to the Borrower or the Lender.

“Ordinance” means Ordinance No. 2023/017 enacted by the City Commission on December 12, 2023, authorizing the issuance of debt obligations of the Borrower in the aggregate principal amount of not exceeding \$16,500,000 to pay the cost of capital improvements to the System.

“Outstanding” means, when used with reference to any Parity Note and as of any particular date, all Parity Notes theretofore and thereupon being authenticated and delivered except, (1) any Parity Note in lieu of which other Parity Note or Parity Notes have been issued to replace lost, mutilated or destroyed Parity Notes, (2) any Parity Note surrendered by the Holder thereof in exchange for other Parity Note or Parity Notes, (3) Parity Notes deemed to have been paid pursuant to Article VII hereof or pursuant to similar defeasance provisions applicable to such Parity Notes, and (4) Parity Notes cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

“Parity Notes” means the 2018 Loan, the Loan (as evidenced by the Note) and any Additional Debt hereafter issued.

“Person” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

“Pledged Funds” shall mean (i) the Pledged Revenues and, (ii) until applied in accordance with the provisions of this Loan Agreement, the proceeds of the Loan on deposit in the Project Fund.

“Pledged Revenues” shall mean, the Net Revenues, and, as provided, the Impact Fees, and, if and to the extent that the Borrower shall so provide by Supplemental Resolution relating to Additional Debt, any Assessments.

“Principal Payment Date” means November 1 of each year, commencing November 1, 2024, as further set forth on the amortization schedule attached hereto as Exhibit D.

“Project Certificate” means that certificate of the Qualified Independent Consultant filed with the Borrower at or prior to the delivery of any Additional Debt issued wholly or in part to finance Expansion Facilities setting forth the estimated total cost of the Additional Project, the estimated cost of the Expansion Facilities portion of the Additional Project, and the Expansion Percentage.

“Project Fund” means the fund by that name created by Section 2.05 of this Loan Agreement.

“Proposal” means the response submitted by TD Public Finance LLC, originally dated October 25, 2023, and revised as of January 25, 2024, to the Borrower’s Request for Proposals

dated September 21, 2023 seeking interim financing for the Project in the aggregate principal amount of not exceeding \$16,500,000.

“Qualified Independent Consultant” means one or more qualified and recognized independent consultants, having favorable reputations, skill and experience with respect to the acts and duties required of a qualified independent consultant to be provided to the Borrower, as shall from time to time be retained by the Borrower to perform the acts and carry out the duties herein provided for such consultants. The Qualified Independent Consultant may be also the Accountant or the Borrower’s Consulting Engineers.

“Rate of Interest” means the rate of interest borne by the Note, as set forth in the Form of Note attached hereto as Exhibit C, provided that the Rate of Interest shall not exceed the maximum interest rate permitted by law.

“Rates” means the rates, fees, rentals and other charges which shall be made and collected by the Borrower for the use of the product, services and facilities to be provided by the System.

“Redemption Price” means, with respect to the Note (or portion thereof), the principal amount of the Note (or portion thereof) payable upon redemption pursuant to the provisions hereof.

“Registrar” means the City, acting by and through its Chief Financial Officer; provided however, that the City Commission may designate a bank or trust company, either within or without the State, to serve as Registrar for purposes of this Loan Agreement.

“Renewal and Replacement Fund” means the fund so designated established pursuant to Section 2.03 hereof.

“Renewal and Replacement Fund Requirement” means \$100,000, or such other amount as may be recommended to the Borrower by the Qualified Independent Consultant and approved by the City Commission as an amount appropriate for the purposes of this Loan Agreement.

“Revenue Bond Index” means the Bond Buyer Revenue Bond Index for 25 year rates as of the most recent date for which such index was published, produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by The Bond Buyer or any successor thereto; provided, however, that, if such index is no longer produced, then Revenue Bond Index shall mean such other reasonably comparable index selected by the Lender.

“State” means the State of Florida.

“State Revolving Fund Loans” means the outstanding loans the Borrower has obtained pursuant to those certain State Revolving Fund Loan Agreements WW69302L, WW693030 and WW060110, and any future such loans.

“Subordinated Indebtedness” means that indebtedness of the Borrower, including State Revolving Fund Loans, subordinate and junior to the Loan, issued in accordance with the provisions hereof or existing as of the date of the Loan, and any future debt which becomes Subordinated Indebtedness in accordance herewith.

“Supplemental Resolution” means any resolution or ordinance of the Borrower relating to the issuance of Additional Debt or any Additional Project, adopted and becoming effective in accordance with the terms hereof.

“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 Borrower, including the Borrower’s interest in any such facilities jointly owned by it with one or more other Persons 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.

“Tax Matters Certificate” means the Arbitrage and Tax Certificate executed and delivered by the Borrower in connection with the issuance of the Note.

“Utility Consultant” means one or more qualified and recognized utility consultants which may be consulting engineers or other professionals having favorable reputé, skill and experience with respect to the planning, design, rate-making and operation of public utility systems similar to the System, who shall be retained from time to time by the Borrower.

“Variable Rate Notes” means bonds, notes or other debt instruments issued with a variable, adjustable, convertible or other interest rate which at the date of issue is not fixed as one or more stated percentages for the entire term of such bonds, notes or other debt instruments.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER

SECTION 2.01. Representations, Warranties and Covenants. The Borrower represents, warrants and covenants on the date hereof for the benefit of the Lender, as follows:

(a) Organization and Authority. The Borrower:

(1) is a duly organized and validly existing municipality of the State; and

(2) has all requisite power and authority to own and operate the System and to carry on its activities as now conducted and as presently proposed to be conducted with respect to the System.

(b) Full Disclosure. There is no fact that the Borrower knows of which has not been specifically disclosed in writing to the Lender that materially and adversely affects or, except for pending or proposed legislation or regulations that are a matter of general public information affecting State of Florida municipalities generally, that will materially affect adversely the properties, activities, prospects or condition (financial or otherwise) of the System or the ability of the Borrower to perform its obligations under this Loan Agreement.

The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Lender were prepared in accordance with GAAP. There is no fact known to the Borrower which the Borrower has not disclosed to the Lender in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the System, or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. Except as set forth in the Summary of Litigation and Pending Claims provided to the Lender, to the knowledge of the Borrower there are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the System, or the existence or powers or ability of the Borrower to enter into and perform its obligations under this Loan Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Loan Agreement and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement:

(1) are within the powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than this Loan Agreement) or restriction to which the Borrower is a party or by which the Borrower, its properties or operations are bound as of the date of this Loan Agreement or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge or encumbrance, which breach, default, lien, charge or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Loan Agreement or the Borrower's ability to perform fully its obligations under this Loan Agreement; nor does such action result in any violation of the provisions of the Act, or any laws, ordinances, governmental rules or regulations or court orders by which the Borrower, its properties or operations may be bound.

(e) No Defaults. No event has occurred and no condition exists that constitutes a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by the Lender and (ii) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Borrower with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound, which may materially adversely affect the ability of the Borrower to perform hereunder.

(f) Governmental Consent. The Borrower has obtained, or expects to obtain when required, all permits, approvals and findings of non-reviewability required as of the date hereof by

any governmental body or officer required in connection with the Project. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental authority is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement or to the execution and delivery of the Note.

(g) Compliance with Law. The Borrower is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, and which are material to its properties, operations, finances or status as a municipal corporation or subdivision of the State.

(h) Use of Proceeds.

(1) The Borrower will apply the proceeds of the Loan solely to pay costs of the Project and to pay the costs of issuance of the Loan.

(2) The Borrower covenants that it will make no use of the proceeds of the Loan at any time which would cause the Loan or the Note to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(3) The Borrower covenants that the Borrower shall neither take any action nor fail to take any action or to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note.

(i) System. It is hereby ascertained, determined and declared as follows:

(1) For the benefit of its inhabitants, the Borrower presently owns, operates and maintains the System.

(2) The Borrower deems it necessary, desirable and in the best interest of the Borrower that the Pledged Funds be pledged and does hereby pledge the Pledged Funds to the payment of the principal of and interest on the Loan. No part of the Pledged Funds has been pledged or encumbered in any manner except that the Pledged Revenues are presently pledged for the payment (i) on a parity basis to the 2018 Loan and (ii) on a junior and subordinate basis to the State Revolving Fund Loans.

(3) The estimated Gross Revenues to be derived in each year hereafter from the operation of the System will be sufficient to pay Operating Expenses, the principal of and interest on the Parity Notes as the same become due, and all other payments provided for in the 2018 Loan Agreement and this Loan Agreement.

(4) Neither this Loan Agreement nor the Loan shall constitute a lien upon the System or upon any other property of the Borrower or situated within its territorial limits, except the Pledged Funds.

SECTION 2.02. Covenants of Borrower. The Borrower makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for Loan Repayment. The Borrower agrees to pay when due under this Loan Agreement as promptly as money becomes available for deposit directly into the appropriate Fund or Account, all amounts due, payable from the Pledged Funds as set forth in Section 2.04 of this Loan Agreement. The Pledged Funds shall be subject to the lien of this pledge immediately upon the issuance and delivery of the Note, without any physical delivery by the Borrower of the Pledged Funds or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Borrower, in tort, contract or otherwise.

(b) Delivery of Information to the Lender. Borrower shall deliver to the Lender (i) as soon as available and in any event within 270 days after the end of each Fiscal Year an audited statement of its financial position as of the end of such Fiscal Year and the related statements of revenues and expenses, fund balances and changes in fund balances for such Fiscal Year, all reported by an Accountant, whose report shall state that such financial statements present fairly Borrower's financial position as of the end of such Fiscal Year and the results of operations and changes in financial position for such Fiscal Year and (ii) as soon as available and in any event not later than 60 days after the start of each Fiscal Year of the Borrower, the Borrower's annual budget for such Fiscal Year.

(c) Information. Borrower's Chief Financial Officer shall discuss Borrower's financial matters with the Lender and provide the Lender with copies of any documents reasonably requested by the Lender unless such documents or material are protected or privileged from disclosure under applicable Florida law.

(d) Further Assurance. The Borrower shall execute and deliver to the Lender all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Lender to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by the Lender to validate, preserve and protect the position of the Lender under this Loan Agreement.

(e) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account in respect of the System, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's Accountant) reflecting all of its financial transactions.

(f) Payment of Taxes, Etc. The Borrower shall pay all legally contracted obligations when due and shall pay all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings, which shall operate to stay the enforcement thereof.

(g) Compliance with Laws, Etc. The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations and lawful orders of any governmental authority, noncompliance with which would, singularly or in the aggregate, materially adversely

affect the System or the Pledged Revenues, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(h) Tax-exempt Status of Note. The Borrower understands that it is the intention hereof that the interest on the Note not be included within the gross income of the holders thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Note or the Loan to remain excluded from gross income for federal income taxation purposes and shall refrain from taking any action which results in such interest becoming included in gross income.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Loan or with respect to the issuance of other Borrower obligations, which action or failure to act may cause the Note to be “arbitrage bonds” within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder. In furtherance of the covenant contained in the preceding sentence, the Borrower agrees to comply with the Tax Matters Certificate and the provisions of Section 141 through 150 of the Internal Revenue Code of 1986, as amended.

(i) Reporting Requirements. (i) The Borrower will file or cause to be filed with the Lender any official statement issued by, or on behalf of, the Borrower in connection with the incurrence of any additional indebtedness by the Borrower secured by Pledged Revenues. Such official statements shall be filed within sixty (60) days after the publication thereof; and (ii) the Borrower agrees to provide along with its annual audited financial statements described in paragraph (b) of this Section 2.02, a certificate of its Chief Financial Officer stating that to the best of its knowledge the Borrower is in compliance with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

(j) Security for Note. The payment of the principal of and interest on the Loan shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. The Borrower does hereby irrevocably pledge the Pledged Funds to the payment of the Loan Repayments.

(k) Insurance. The Borrower will carry such insurance as is ordinarily carried by municipal governments owning and operating utilities similar to the System with a reputable insurance carrier or carriers, including liability insurance in such amounts as the Borrower shall determine to be sufficient and such other insurance against loss or damage by fire, explosion (including underground explosion), hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as the Borrower shall deem sufficient.

The Borrower may establish certain minimum levels of insurance for which the Borrower may self-insure the System. Such minimum levels of insurance shall be to the same extent customary with utilities operating properties similar to the System.

(l) Environmental Matters. The Borrower is in compliance with all applicable environmental laws relating to the operation of the System. There are no pending consent orders or other adverse legal or regulatory matters relating to the System.

SECTION 2.03. Funds and Accounts. The Borrower has established the following separate funds and accounts pursuant to the 2018 Loan Agreement and covenants and agrees to maintain and continue such separate funds and accounts while the Loan is outstanding:

- (A) Borrower Revenue Fund.
- (B) Renewal and Replacement Fund.

The Borrower may establish by Supplemental Resolution such other funds and accounts as it shall deem necessary or advisable.

The Borrower may at any time and from time to time appoint one or more Authorized Depositories to hold, for the benefit of the Borrower, the Noteholder and/or the holders of any Additional Debt, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Borrower the duties of the Borrower in depositing, transferring and disbursing moneys to and from each such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Borrower and its agent and employees. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided. The designation and establishment of the various funds and accounts in and by the 2018 Loan Agreement and this Loan Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

SECTION 2.04. Flow of Funds. The Borrower shall deposit all Gross Revenues into the Borrower Revenue Fund, promptly upon the receipt thereof. On or before the last day of each month, and for so long as the Loan made hereunder remains outstanding, the moneys in the Borrower Revenue Fund shall be deposited or credited in the following manner and in the following order of priority:

1. Operation and Maintenance. Amounts in the Borrower Revenue Fund shall be used first to pay reasonable and necessary Operating Expenses for the next ensuing month; provided, however, that no such payment shall be made unless the provisions of the Borrower's current annual budget with respect to the System are complied with.
2. Sinking Fund. The Borrower shall pay the principal and interest due on the Parity Notes then Outstanding.

3. Subordinate Indebtedness Debt. Next, the Borrower shall pay payments due on Subordinated Indebtedness.

4. Reserve Fund. Next, the Borrower shall deposit into or credit to any debt service reserve fund established for any Additional Debt such sums as are required by Supplemental Resolution, if any.

5. Renewal and Replacement Fund. Next, the Borrower shall deposit into or credit to the Renewal and Replacement Fund such sums as shall be sufficient to pay one-twelfth (1/12) of the Renewal and Replacement Fund Requirement until the balance on deposit in the Renewal and Replacement Fund equals the Renewal and Replacement Fund Requirement. If the balance on deposit in the Renewal and Replacement Fund exceeds the Renewal and Replacement Fund Requirement such excess amount shall be transferred by the Borrower from the Renewal and Replacement Fund and deposited into the Borrower Revenue Fund. The moneys in the Renewal and Replacement Fund shall be applied by the Borrower for the purpose of paying the cost of extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System, or extraordinary repairs of the System; provided, however, that on or prior to each principal and interest payment date for the Loan (in no event earlier than the fifteenth day of the month preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the appropriate Funds when the moneys therein are insufficient to pay the Loan Payments coming due.

6. Surplus Moneys. The balance of any moneys remaining in the Borrower Revenue Fund after the payments and deposits required by numbered paragraphs (1) through (5) of Section 2.04 may be used to make any Additional Payments under Section 5.02 hereof and similar payments with respect to the 2018 Loan or any Additional Debt, and thereafter may be used for any lawful purpose of the Borrower at the discretion of the Borrower.

SECTION 2.05. Creation and Use of Project Fund. Upon receipt thereof, the proceeds of the Note shall be deposited in a separate fund designated “City of Deerfield Beach, Florida Water and Sewer Revenue Note, Series 2024 Project Fund” (the “Project Fund”), which is hereby created and established, to be held by the City and used to pay the costs of the Project, including to the extent permissible under the Code reimbursement to the City of any moneys previously advanced by the City to pay costs of the Project. Moneys on deposit in the Project Fund may also be used by the City to pay all or a portion of the interest coming due on each Interest Payment Date through November 1, 2026. While on deposit in the Project Fund, proceeds of the Note may be invested by the City in accordance with the City’s Investment Policy. Moneys on deposit in the Project Fund, until applied for the purposes permitted in this Section 2.05, shall be held in trust by the City and shall be subject to a lien and charge in favor of the Lender. Any balance remaining in the Project Fund after payment or provision for payment of the costs of the Project shall be used solely to pay principal of and interest on the Note. In addition to the foregoing, to the extent provided in a certificate of an Authorized Representative signed and delivered on the date of issuance of the Note, the City may apply amounts in the Project Fund to pay the costs of issuance of the Note.

ARTICLE III

THE LOAN AND THE NOTE

SECTION 3.01. The Loan. The Lender hereby agrees to loan to the Borrower and the Borrower hereby agrees to borrow from the Lender the sum of \$14,990,000. The proceeds of the Loan will be applied to pay (i) costs of the Project, (ii) capitalized interest on the Note through November 1, 2026, and (iii) costs of issuance of the Note.

SECTION 3.02. Evidence of the Loan. The Borrower's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by the Note, in the form attached to this Loan Agreement as Exhibit C.

SECTION 3.03. Registration and Transfer of the Note. The Note shall not be subject to a book-entry system of registration and transfer and such transfer and registration of the Note shall be governed by the provisions of this Section. The Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code Investment Securities Laws of the State, and the registered owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The Person in whose name ownership of the Note is shown on the Register shall be deemed the owner thereof by the Borrower and the Registrar, and any notice to the contrary shall not be binding upon the Borrower or the Registrar. The Borrower and the Registrar may treat the registered owner as the absolute owner of the Note for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the Note may be transferred only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the registered owner or the transferee or transferees, as the case may be, a new fully registered Note of the same maturity and interest rate and for the principal amount as the Note surrendered.

The Note presented for transfer, exchange, redemption or payment (if so required by the Borrower or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Borrower or the Registrar, duly executed by the registered owner or by his duly authorized attorney.

The Borrower and the Registrar may charge the registered owner a sum sufficient to reimburse them for any reasonable expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Note. The Registrar or the Borrower may also require payment from the registered owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto (other than those imposed by the Borrower). Such charges and expenses shall be paid before any such new Note shall be delivered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the Borrower, evidencing the same debt as the Note surrendered, shall be secured under this Loan Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

Whenever the Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Borrower.

ARTICLE IV

LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01. Commencement of Loan Term. The Borrower's obligations under this Loan Agreement shall commence on the date hereof unless otherwise provided in this Loan Agreement.

SECTION 4.02. Termination of Loan Term. The Borrower's obligations under this Loan Agreement shall terminate after payment in full of all amounts due under this Loan Agreement; provided, however, that all covenants and all obligations provided hereunder specified to survive shall so survive. Within a reasonable period of time after termination of the Loan Term as provided above, the Lender shall deliver, or cause to be delivered, to the Borrower an acknowledgment thereof and shall deliver the cancelled Note to the Borrower, marked "Paid in Full" or its equivalent.

SECTION 4.03. Conditions to Effectiveness. This Loan Agreement shall become effective on the date hereof provided that (i) the Lender receives each of the following, each in form and substance satisfactory to the Lender, and (ii) the Lender delivers to the Borrower the letter described in clause (j) below, all on or prior to the date hereof:

- (a) a certified copy of the Ordinance authorizing the Loan;
- (b) a certified copy of the Supplemental Resolution authorizing the Loan and this Loan Agreement;
- (c) counterparts of this Loan Agreement duly executed by the Lender and the Borrower;
- (d) the duly executed Note, dated the date hereof, in substantially the form thereof set forth in Exhibit C hereto;
- (e) an opinion of the Borrower's Counsel in substantially the form thereof set forth in Exhibit B hereto, to the effect that the Loan Agreement is a valid and binding obligation of the Borrower and opining to such other matters as may be reasonably required by Bond Counsel, the Lender and the Lender's Counsel, and acceptable to Borrower's Counsel;

(f) a certificate of the City Manager of the Borrower to the effect that the representations and warranties of the Borrower contained herein are true and correct;

(g) an opinion of Bond Counsel, addressed to the Lender stating that such counsel is of the opinion that: (i) the Ordinance has been duly enacted by the City Commission and authorizes the Loan; (ii) the Supplemental Resolution has been duly adopted by the City Commission and duly authorizes the execution and delivery of this Loan Agreement and the Note, and the issuance of the Note by the Borrower; (iii) this Loan Agreement and the Note have been duly and legally authorized, executed and delivered by the Borrower and (assuming with respect to the Loan Agreement, the due authorization, execution and delivery thereof by the Lender) each is a valid, binding and enforceable obligation of the Borrower in accordance with its terms, subject to appropriate qualifications for bankruptcy, insolvency or other laws affecting creditors' rights generally and equitable principles; (iv) assuming continuing compliance by the Borrower with certain covenants relating to requirements contained in the Code, under existing statutes, regulations, rulings and court decisions, interest on the Note is excludable from the gross income of the owner thereof for federal income tax purposes;

(h) a fully executed Tax Matters Certificate relating to the Note;

(i) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;

(j) a letter executed by the Lender representing and covenanting to the Borrower that (i) it is acquiring the Note for its own account, as evidence of a privately placed negotiated loan and not with a current view to distribution or resale thereof; provided, however, that the Lender may transfer, sell or assign the Note to an "accredited investor" or a "qualified institutional buyer", as provided in Section 8.04 of this Loan Agreement, if such transfer, sale or assignment can be made without violating any federal or state securities laws and the identity of any purchaser, transferee or assignee as an accredited investor or a qualified institutional buyer shall be provided in writing to the Borrower; (ii) it is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities laws; (iii) it is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account and not with a present view to a resale or other distribution to the public; (iv) the Loan will not be used in the future on a securitized transaction or treated as a municipal security; (v) it understands that the Loan is evidenced by the Note, the Note is issued in a single denomination equal to the aggregate principal amount of the Loan, and may not be transferred except in whole as provided in the Loan Agreement; (vi) the Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes; (vii) it is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes; (viii) it has in its possession or has had access to all material information concerning the security and sources of payment of the Loan and, as a result thereof, is aware of the nature and risks of such Loan; it has been afforded access to all material information and has had sufficient opportunity to discuss the business of the Borrower and the project to be financed with the proceeds of the Loan with the Borrower's officers, employees and others, has been permitted to make an investigation of the Borrower and its operations, and it does not require any further information or data concerning the Borrower; (ix)

in purchasing the Loan, it has relied solely upon its own investigation, examination, and evaluation of the Borrower and other relevant matters; (x) it has knowledge and experience in financial and business matters, particularly in tax-exempt obligations, and is capable of evaluating the merits and risks of its purchase of the Note and has determined that it can bear the economic risk of such purchase; (xi) it acknowledges that the Borrower's Bond Counsel and the Borrower's financial advisor bear no responsibility for the accuracy or completeness of any information with respect to the Borrower and the project to be financed with the proceeds of the Loan contained in any document related to the purchase of the Loan; (xii) it acknowledges and understands that the Loan(s) is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Borrower shall have no obligations to effect any such registration or qualification; it also acknowledges and confirms that it is an "accredited investor" within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act or a "qualified institutional buyer" as defined in Section 517.061(7), Florida Statutes and by rule of the Securities and Exchange Commission in accordance with Securities and Exchange Commission Rule 144A (17 C.F.R. § 230.144A(a)); (xiii) it acknowledges and agrees that there will be no CUSIPs obtained with respect to the Loan(s) or evidencing the Loan; and (xiv) it acknowledges and agrees that there will be no credit rating obtained on the Loan; and

(k) such other documents as the Lender, its legal counsel, the City Attorney or Bond Counsel may reasonably request.

All opinions and certificates shall be dated the date of the Closing.

ARTICLE V

LOAN REPAYMENTS

SECTION 5.01. Basic Payments. Borrower shall pay all Basic Payments in lawful money of the United States of America to the Lender. No Loan Repayment shall be in an amount such that interest on the Loan is in excess of the maximum rate allowed by the laws of the State or of the United States of America. The Basic Payments shall equal the principal and interest due on the Loan, and shall be paid by the Borrower to the Lender at the times and in such amounts as set forth in Exhibit C hereto.

SECTION 5.02. Additional Payments. In addition to Basic Payments which are set forth in Section 5.01 hereof, Borrower agrees to pay on demand of the Lender, the following Additional Payments, which obligation shall survive the termination of this Loan Agreement:

(a) On demand of the Lender, all reasonable fees and expenses of the Lender relating to this Loan Agreement, including, but not limited to:

(1) the fee of \$9,000 and reasonable disbursements of Counsel utilized by the Lender in connection with closing of the Loan;

(2) reasonable extraordinary fees and costs of the Lender following an Event of Default hereunder;

(3) all taxes (including any recording and filing fees) in connection with the execution and delivery of this Loan Agreement, and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof; and

(b) any amounts owed to the United States of America as rebate obligations on the Note.

SECTION 5.03. Obligations of Borrower Unconditional. Subject in all respects to the provisions of this Loan Agreement, the obligations of Borrower to make the Loan Repayments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while the Note remains outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event or cause whatsoever. This Loan Agreement shall be deemed and construed to be a "net contract," and Borrower shall pay absolutely net the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Borrower might otherwise have against the Lender or any other party or parties.

SECTION 5.04. Prepayment. The Loan may be prepaid in whole or in part on any date by the Borrower, without any prepayment premium or penalty, with thirty (30) days prior written notice to the Lender, by payment of an amount equal to the principal amount of the Loan to be prepaid plus accrued interest thereon to the date of prepayment.

Any notice of prepayment may state that (1) it is conditioned upon the availability of moneys, in an amount equal to the amount necessary to effect the prepayment, no later than the prepayment date stated in the notice and/or (2) the Borrower retains the right to rescind such notice on or prior to the scheduled prepayment date upon the occurrence or non-occurrence of a particular event as described therein (in either case, a "Conditional Prepayment"), and such notice and prepayment shall be of no effect if such moneys are not so available or if the notice is rescinded as described in this Section 5.04. Any such notice of Conditional Prepayment shall be captioned "Conditional Notice of Prepayment." Any Conditional Prepayment may be rescinded at any time on or prior to the prepayment date if the Chief Financial Officer delivers a written notice to the Lender rescinding the prepayment notice. In case a Conditional Notice of Prepayment has been rescinded, the Note shall remain Outstanding, and neither the rescission nor the failure by the Borrower to make such funds available for the prepayment shall constitute an Event of Default under this Loan Agreement.

ARTICLE VI

SUBORDINATED INDEBTEDNESS, ADDITIONAL DEBT, AND RATE COVENANT

SECTION 6.01. Subordinated Indebtedness. Except as provided in Section 6.02 hereof, the Borrower will not issue or cause to be issued any debt obligations, except under the conditions and in the manner provided herein, payable from the Pledged Revenues having priority to or being on a parity with the lien thereon with respect to the Loan and the interest thereon.

SECTION 6.02. Issuance of Additional Debt. The Borrower may issue (or cause to be issued) Additional Debt and Subordinated Indebtedness for any purpose permitted by applicable law. Additional Debt and Subordinated Indebtedness shall only be issued as set forth in this Loan Agreement. All of the covenants and other provisions of this Loan Agreement (except as to details of such Additional Debt inconsistent therewith) shall be for the equal benefit, protection and security of this Loan and for the Holders of all Additional Debt; provided, however, any Supplemental Resolution authorizing the issuance of Additional Debt may provide that any of the covenants herein contained will not be applicable to such Additional Debt, provided that such provision shall not, in the opinion of Bond Counsel, adversely affect the rights of the Holders of the Note. All Additional Debt, regardless of the time or times of issuance, shall rank equally with respect to their lien on the Pledged Revenues with the Loan and their sources and security for payment therefrom without preference of any such debt over any other; provided, however, that the Borrower shall include a provision in any Supplemental Resolution authorizing the issuance of Variable Rate Debt pursuant to this Section 6.02 that in the event the principal thereof is accelerated due to such Variable Rate Debt being held by the issuer of a credit facility, the lien of such Variable Rate Debt on the Pledged Revenues shall be subordinate in all respects to the pledge of the Pledged Revenues created by this Loan Agreement. Subordinated Indebtedness issued after the date hereof must expressly state that the right to payment of the owner thereof from Pledged Revenues is subordinate to the payment of the Loan and Additional Debt. No Additional Debt or Subordinate Indebtedness shall be issued by the Borrower unless, with respect to Additional Debt the conditions stated in clauses (A) and (B) below are complied with or, with respect to Subordinated Indebtedness the condition of clause (A) below is complied with:

(A) The Borrower shall certify that it is current in all deposits into the various funds and accounts and all payments theretofore required to have been deposited or made by it under the provisions of this Loan Agreement and has complied with the covenants and agreements of this Loan Agreement.

(B) No Additional Debt may be issued unless the Net Revenues (not including any Impact Fees or investment income) for the Fiscal Year of the Borrower most recently concluded are at least 125% of the Maximum Annual Debt Service Requirements on the Parity Notes then Outstanding and the proposed Additional Debt.

In addition, no Subordinated Indebtedness may be issued unless Net Revenues (not including any Impact Fees or investment income) minus the Debt Service Requirements on the Parity Notes for the Fiscal Year of the Borrower most recently concluded, were at least 115% of current annual Debt Service Requirements on all existing Subordinated Indebtedness due in such Fiscal Year plus 100% of amounts required to be deposited in any reserve or replacement and renewal fund associated with the Parity Notes or Subordinated Indebtedness, plus the Maximum Annual Debt Service Requirement on the proposed Subordinated Indebtedness.

(C) In the event any Additional Debt is issued for the purpose of refunding any Parity Notes then Outstanding, the conditions of Section 6.02(B) shall not apply, provided that the issuance of such Additional Debt shall not result in an increase in the amount of principal and interest becoming due in the current Fiscal Year or any subsequent Fiscal Year. The conditions of Section 6.02(B) hereof shall apply to Additional Debt issued to refund Subordinated Indebtedness and to Additional Debt issued for refunding purposes which cannot meet the conditions of the preceding sentence.

(D) In the event that the total amount of any Additional Debt authorized to be issued shall not be issued simultaneously, such debt which shall be issued subsequently shall be subject to the conditions of Section 6.02(B) hereof.

(E) If at any time the Borrower shall enter into an agreement or contract for an ownership interest in any public or privately owned utility system or for the reservation of capacity therein whereby the Borrower has agreed as part of the cost thereof to pay part of the debt service on the obligations of such public or privately owned utility system issued in connection therewith, such payments to be made by the Borrower shall be junior, inferior and subordinate in all respects to the Loan Repayments hereunder, unless such obligations (when treated as Additional Debt) shall meet the conditions of Section 6.02(B) hereof, in which case such obligations shall rank on parity as to lien on the Pledged Funds with the Loan.

(F) In addition to all of the other requirements specified in Section 6.02, the Borrower must comply with any applicable provisions of any financing documents relating to outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Borrower to issue Additional Debt.

SECTION 6.03. Rates. The Borrower shall fix, establish, maintain and collect such Rates and revise the same from time to time, whenever necessary, as will always provide in each Fiscal Year, Net Revenues (together with any Available Impact Fees) adequate at all times to pay in each Fiscal Year at least one hundred twenty five percent (125%) of the current annual Debt Service Requirement becoming due in such Fiscal Year on the Parity Notes then Outstanding. The Borrower shall also fix, establish, maintain and collect such Rates and revise the same from time to time, whenever necessary, as will always provide in each Fiscal Year, Net Revenues (not including any Available Impact Fees) less the amount of the Debt Service Requirement on the Parity Notes then Outstanding for the Fiscal Year, which are adequate at all times to pay in each Fiscal Year at least one hundred fifteen percent (115%) of the amounts becoming due in such Fiscal Year on any Subordinate Indebtedness. Such Rates shall not be so reduced so as to be insufficient to provide Net Revenues fully adequate for the purposes provided therefor by this Loan Agreement.

ARTICLE VII

COVENANTS RELATING TO THE SYSTEM

SECTION 7.01. Maintenance of System. The Borrower will maintain the System and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for such equipment, maintenance and repairs and for renewals and replacements thereof as may be proper for its economical operation and maintenance.

SECTION 7.02. No Free Service. The Borrower will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Borrower or any department, agency, instrumentality, officer or employee thereof, shall avail itself of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged to the Borrower and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they

accrue, and the Borrower shall transfer from its general funds sufficient sums to pay such charges. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenue derived from such operation of the System.

SECTION 7.03. Enforcement of Collections. The Borrower will diligently enforce its right to receive the Gross Revenues and will diligently enforce and collect the fees, rates, rentals and other charges for the use of the products, services and facilities of the System. The Borrower will not take any action that will impair or adversely affect its rights to levy, collect and receive the Gross Revenues, as herein pledged, or impair or adversely affect in any manner the pledge of the Net Revenues made herein or the rights of the Lender. The Borrower shall be unconditionally and irrevocably obligated, so long as the Note is outstanding and unpaid, to take all lawful action necessary or required to continue to entitle the Borrower to receive the Gross Revenues in at least the amounts required by this Loan Agreement.

SECTION 7.04. No Competing System. To the full extent permitted by law, the Borrower will not, after the date hereof, grant, cause, consent to, or allow the granting of, any franchise or permit to any person for the supply, treatment and distribution of water or the collection of wastewater, except for those customers currently served by other providers, within the boundaries or service areas of the Borrower. This section shall not, however, prevent the Borrower from granting permits for wells or from permitting the establishment and operation by others of a waste water reuse utility system. The Borrower will not own or operate a competing water supply, treatment or distribution system.

ARTICLE VIII

ASSIGNMENT; RELATIONSHIP; WAIVER OF SET-OFF

SECTION 8.01. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower for any reason without the express prior written consent of the Lender.

SECTION 8.02. No Partnership, etc. The relationship between the Lender and the Borrower are solely those of lender and borrower. The Lender has no fiduciary or other special relationship with or duty to the Borrower and none is created by the Note documents. Nothing contained in the Note documents, and no action taken or omitted pursuant to the Note documents, is intended or shall be construed to create any partnership, joint venture association, or special relationship between the Borrower and the Lender or in any way make the Lender a co-principal with the Borrower with reference to the facilities financed, or otherwise. In no event shall the Lender's rights and interests under the Loan documents be construed to give the Lender the right to control, or to be deemed to indicate that the Lender is in control of, the business, properties, management or operations of the Borrower.

SECTION 8.03. Waiver of Lender's Right of Setoff. The Lender hereby waives any right of setoff that it may have against all deposits (general or special, time or demand, provisional or final) at any time held by the Lender or against any obligation owed by the Lender to the Borrower, to satisfy any obligation of the Borrower now or hereafter existing under this Loan Agreement. This Loan Agreement shall not be deemed to grant any participant or any assignee any right of set-off.

SECTION 8.04. Limitations on Transfer, Sale or Assignment. The rights and obligations of the Lender hereunder and under the Note may be transferred, sold or assigned in whole (but not in part) to another Person that is (i) an “accredited investor” or “qualified institutional buyer” (as such terms are defined in the regulations promulgated under the Securities Act of 1933, as amended) or (ii) an affiliate of the Lender, without the prior written consent of the Borrower; provided that the Lender shall give at least ten (10) business days’ notice to the Borrower prior to any such transfer, sale or assignment. The Borrower shall maintain a register of assigns of this Loan Agreement and the Note.

NOTWITHSTANDING ANYTHING IN THIS LOAN AGREEMENT OR THE NOTE TO THE CONTRARY, NO TRANSFER, SALE OR ASSIGNMENT OF THE NOTE AND THE LOAN SHALL BE EFFECTIVE UNLESS (i) SUCH TRANSFER, SALE OR ASSIGNMENT IS TO AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER OR AN AFFILIATE OF THE LENDER AND CAN BE MADE WITHOUT VIOLATING ANY FEDERAL OR STATE SECURITIES LAWS AND (ii) THE IDENTITY OF ANY TRANSFEREE, PURCHASER, OR ASSIGNEE, AS AN ACCREDITED INVESTOR, A QUALIFIED INSTITUTIONAL BUYER OR AN AFFILIATE OF THE LENDER SHALL BE PROVIDED IN WRITING TO THE BORROWER. THE LOAN, AS EVIDENCED BY THE NOTE, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. ANY TRANSFER, SALE OR ASSIGNMENT OF THE LOAN, AS EVIDENCED BY THE NOTE, SHALL BE IN EACH CASE ONLY IN A MANNER THAT DOES NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR ANY APPLICABLE STATE SECURITIES LAWS.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.01. Events of Default Defined. The following shall be “Events of Default” under this Loan Agreement

- (a) Failure by the Borrower to timely pay any Loan Repayment, when due;
- (b) Failure by the Borrower to timely pay any other payment required to be paid hereunder on the date on which it is due and payable, provided the Borrower has at least ten (10) days’ prior written notice of any such payments being due;
- (c) Failure by the Borrower to observe and perform any covenant, condition or agreement other than a failure under (a) or (b) above, on its part to be observed or performed under this Loan Agreement, for a period of thirty (30) days after written notice of the failure has been provided by the Lender to the Borrower requesting that such failure be cured, unless the Lender shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice is of a type that is not capable of being cured during such thirty (30) day period, then the Borrower shall have an additional ninety (90) days, or such longer period as may be agreed to by the Lender, to cure the failure specified in the notice so long as corrective action is begun by the Borrower within such initial thirty (30) day period and is diligently pursued until the failure is cured;

(d) Any warranty, representation or other statement by the Borrower or by an officer or agent of the Borrower contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, is false or misleading when made in any material respect, and such false or misleading warranty, representation or other statement was intentionally so made by the Borrower or its officer or agent;

(e) A petition is filed against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is acquiesced to by the Borrower or not dismissed within 60 days of such filing;

(f) The Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(g) The Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;

(h) Default under any agreement to which the Borrower is a party evidencing, securing or otherwise respecting any indebtedness of the Borrower which is secured by the Pledged Revenues outstanding in the amount of \$100,000 or more if, as a result thereof, such indebtedness may be declared immediately due and payable or other substantive remedies may be exercised with respect thereto;

(i) Any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of this Loan Agreement shall be contested by the Borrower or any governmental agency or authority, or if the Borrower shall deny any further liability or obligation under this Loan Agreement; or

(j) Final judgment for the payment of money in the amount of \$250,000 or more is rendered against the Borrower, the payment of which would materially adversely affect the Borrower's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Borrower's ability to meet its obligations hereunder) and at any time after 90 days from the entry thereof, unless otherwise provided in the final judgment, (i) such judgment shall not have been discharged, or (ii) the Borrower shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Borrower's ability to meet its obligations hereunder; or (iii) the Borrower is not obligated with

respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law.

SECTION 9.02. Notice of Default. The Borrower agrees to give the Lender prompt written notice if any petition, assignment, appointment, possession or judgement referred to in Section 9.01(e), 9.01(f), 9.01(g) or 9.01(j) is filed by or against or rendered against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, immediately upon becoming aware of the existence thereof.

SECTION 9.03. Remedies on Default. Whenever any Event of Default referred to in Section 9.01 hereof shall have occurred and be continuing, the Lender shall, in addition to any other remedies herein or by law provided, have the right, at its option without any further demand or notice, to take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder. However, in no event shall the payments on the Loan or the Note be subject to acceleration.

SECTION 9.04. No Remedy Exclusive; Waiver, Notice. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article IX, it shall not be necessary to give any notice other than such notice as may be required in this Article IX.

SECTION 9.05. Application of Moneys. Any moneys collected by the Lender pursuant to Section 9.03 hereof shall be applied (a) first, to pay any attorney's fees or other expenses owed by the Borrower pursuant to Section 5.02(a) hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 9.05).

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Notices. All notices, certificates or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Lender:	TD Public Finance LLC
	255 Alhambra Circle
	Coral Gables, Florida 33134
	Attention: Lance Aylsworth

Borrower: City of Deerfield Beach, Florida
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Attention: City Manager

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 10.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Lender and the Borrower and their respective successors and assigns.

SECTION 10.03. Severability. In the event any provision of the Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.04. Amendments, Changes and Modifications. This Loan Agreement may be amended only by written agreement of the Lender and the Borrower.

SECTION 10.05. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

SECTION 10.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 10.07. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the Borrower in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future, member, commissioner, officer, employee or agent of the Borrower, or of any incorporator, member, commissioner, director, trustee, officer, employee or agent of any successor to the Borrower, in any such person's individual capacity. No such person, in his or her individual capacity shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Borrower or any successor to the Borrower, under the rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise. All such liability of any such person, in his individual capacity is hereby expressly waived and released as a condition of and in consideration for the execution of this Loan Agreement.

SECTION 10.08. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Loan Agreement.

SECTION 10.09. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, except that in the case of Basic Payments interest shall continue to accrue and shall be payable on such succeeding Business Day.

SECTION 10.10. Calculations. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 10.11. Time of Payment. Any Loan Repayment or other payment hereunder which is received by the Lender after 2:00 p.m. (New York time) on any day shall be deemed received on the following Business Day.

SECTION 10.12. Waiver of Jury Trial

(a) This Section 10.12 concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, that arise out of or relate to: (i) this Loan Agreement (including any renewals, extensions or modifications); or (ii) any other Related Document or other document related to this Loan Agreement (collectively a “Claim”). For the purposes of this provision only, the term “parties” shall include any parent corporation, subsidiary or affiliate of the Lender involved in the servicing, management or administration of any obligation described or evidenced by this Loan Agreement.

(b) The parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. This provision is a material inducement for the parties entering into this Loan Agreement.

SECTION 10.13. USA Patriot Act. The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any person named as a Specially Designated National and Blocked Person.

SECTION 10.14. Incorporation by Reference. By virtue of its submission of its proposal originally dated October 25, 2023, and revised as of January 25, 2024, in response to the Borrower’s Request for Proposals dated September 21, 2023 (the “RFP”), and by its execution of this Loan Agreement, the Lender is deemed to have made the representations and certifications required by paragraphs 8, 9, 10, 11, 12, 13 and 14 under the heading “Instructions to Proposer” of the RFP, and such representations and certifications are hereby incorporated into this Loan Agreement as if fully set forth herein.

SECTION 10.15. E-Verify. As a condition precedent to the effectiveness of this Loan Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised (the “E-Verify Statute”), the Lender and its subcontractors shall register with and use the E-Verify

system to electronically verify the employment eligibility of newly hired employees. The requirements of this Section 10.15 are applicable to the Lender only with respect to this Loan Agreement and such requirements do not impact and are not applicable to any other agreements entered into by the Lender in any form unrelated to this Loan Agreement.

(a) The Lender shall require each of its subcontractors, if any, to provide the Lender with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Lender shall maintain a copy of the subcontractor's affidavit for the duration of this Loan Agreement and in accordance with the public records requirements of this Loan Agreement.

(b) The Borrower, the Lender, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the agreement with the person or entity.

(c) The Borrower, upon good faith belief that a subcontractor knowingly violated the provisions of the E-Verify Statute, but that the Lender otherwise complied with the E-Verify Statute, shall promptly notify the Lender and order the Lender to immediately terminate the contract with the subcontractor, and the Lender shall comply with such order.

(d) An agreement terminated under Sections 448.095(5)(c)1. or 2., of the E-Verify Statute, is not a breach of contract and may not be considered as such. If the Borrower terminates this Loan Agreement under Section 448.095(5)(c) of the E-Verify Statute, the Lender may not be awarded a public contract for at least one year after the date on which this Loan Agreement was terminated. The Lender is liable for any additional costs incurred by the Borrower as a result of termination of this Loan Agreement.

(e) The Lender shall include in each of its subcontracts, if any, the requirements set forth in this Section 10.15, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e) of the E-Verify Statute, to include all of the requirements of this Section 10.15 in their subcontracts. Lender shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e) of the E-Verify Statute, with the requirements of the E-Verify Statute.

The Lender certifies that it has not engaged or contracted with any subcontractor with respect to its provisions of the Loan under this Loan Agreement and has no current intention to engage or contract with a subcontractor with respect to providing the Loan under this Loan Agreement. The Lender shall notify the Borrower if it engages or contracts with any subcontractor with respect to providing the Loan under this Loan Agreement.

SECTION 10.16. Privately Negotiated Loan. The Borrower acknowledges and agrees that the Lender is purchasing the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by the CUSIP Service Bureau.

SECTION 10.17. No Advisory or Fiduciary Relationship. In connection with the Lender's purchase of the Note, and all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Borrower acknowledges and agrees, that: (a) (i) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Borrower, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Borrower with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Borrower on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Borrower or any other Person and (ii) the Lender has no obligation to the Borrower with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and the Lender has no obligation to disclose any of such interests to the Borrower. The Borrower acknowledges that the Lender is purchasing the Note pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transactions contemplated hereunder.

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IN WITNESS WHEREOF, the City of Deerfield Beach, Florida, has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attached by its duly authorized officers and TD Public Finance LLC has caused this Loan Agreement to be executed in its corporate name and attested by its duly authorized officers. All of the above occurred as of the date first above written.

(SEAL)

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Name: David Santucci, Jr.
Title: City Manager

ATTESTED BY:

By: _____
Name: Heather Montemayor, CMC
Title: City Clerk

Approved as to form and correctness as of this
28th day of March, 2024.

By: _____
Name: Anthony C. Soroka, Esq.
Title: City Attorney

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President

[Signature Page to Loan Agreement dated March 28, 2024 between the City of Deerfield Beach
and TD Public Finance]

EXHIBIT A
CITY OF DEERFIELD BEACH, FLORIDA
DESCRIPTION OF PROJECT

The Project consists of the design, acquisition, construction, installation and equipping of certain improvements to the Borrower's System, as follows:

Well generators and VFDs
Automatic Meter Reading
Utility Communication Network Assessment and Improvement
Water Main Rehabilitation and Replacement
MCC Panel Replacement
NF - PLC/Instrumentation Rehabilitation and Update
NF - Replace Single Sand Strainer with Three Strainers
Operator Control Console Upgrade
Water Plant Fiber Optic Replacement
NF/RO - Chemical System Upgrades
RO - Element Replacement & Train Refurbishment
RO - Degasifier and Scrubber Media Replacement
CS-Well 21 VFD Replacement
CS-Fuel Day Tank Replacement
CS- Electric Motor, Pumps, Valves, Parts for Wells
CS- Raw Water & Injection Well Flow Meters Replacement
Rehabilitation of Manholes
Lift Station Component Replacement & Hardening
Gravity Sewer Lateral Lining
Gravity Sewer Lining & Repair
Wet Well Rehabilitation
Wet Well Pump and Soft Start Replacement
Water & Sewer Upgrades for Pioneer Grove and Florida Atlantic University

The foregoing notwithstanding, the City Commission, in its sole discretion, may modify or amend all or any portion of the Project described above or any component thereof, to (1) delete one or more of such improvements or any component thereof, if the Borrower determines such improvement is not feasible or is otherwise not in the best interests of the Borrower to pursue or (2) substitute or modify one or more of such improvements with any other improvements to the System, if the Borrower determines such substitution or modification better serves Borrower purposes; provided the modified or substituted improvement is eligible to be financed with proceeds of tax-exempt obligations such as the Note.

EXHIBIT B
OPINION OF BORROWER’S COUNSEL
[Letterhead of Counsel to Borrower]

March 28, 2024

TD Public Finance LLC

Gentlemen:

We are City Attorney to the City of Deerfield Beach, Florida (the “Borrower”), and have been requested by the Borrower to give this opinion in connection with the loan by TD Public Finance LLC (the “Lender”) to the Borrower of funds for the purposes set forth in that certain Loan Agreement, dated as of March 28, 2024 (the “Loan Agreement”), by and between the Borrower and the Lender. The loan made pursuant to the Loan Agreement is evidenced by the Borrower’s Water and Sewer Revenue Note, Series 2024 (the “Note”).

In this connection, we have reviewed such records, certificates and other documents as we have considered necessary or appropriate for the purposes of this opinion, including applicable laws, Ordinance No. 2023/017 enacted by the City Commission of the Borrower (the “City Commission”) on December 12, 2023 (the “Ordinance”), Resolution No. 2024/038 adopted by the City Commission on March 5, 2024 (the “Resolution” and, together with the Ordinance, the “Loan Legislation”) and the Loan Agreement.

We express no opinion with respect to the effect of any law other than the law of the State of Florida and the federal law of the United States (collectively, “Applicable Law”). This opinion letter has been prepared, and is to be construed, in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida, issued by the Business Law Section of the Florida Bar, dated December 3, 2011, as amended (the “Report”). The Report is incorporated by reference in this opinion letter. In rendering the following opinions, we have made no assumptions other than those set forth in this letter and the Report.

Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a municipality duly organized and validly existing under the Constitution and laws of the State of Florida. The Borrower has the legal right and all requisite power and authority to enter into the Loan Agreement, to issue the Note, to pledge the Pledged Funds, to enact or adopt, as applicable, the Loan Legislation and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property.

(b) The Ordinance has been duly enacted by the City Commission and authorizes the Loan and the Resolution has been duly adopted by the City Commission and authorizes the execution and delivery of the Loan Agreement and the Note and the issuance of the Note by the Borrower.

(c) The Borrower has duly authorized, executed and delivered the Loan Agreement and the Note, and such instruments are legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America.

(d) To the best of our knowledge, the enactment of the Ordinance, the adoption of the Resolution and the execution and delivery of the Loan Agreement and the Note, the consummation of the transactions contemplated thereby, the application of the proceeds of the Loan as contemplated in the Loan Agreement and the fulfillment of or compliance with the terms and conditions of the Loan Agreement do not and will not conflict with or result in a material breach of or default under any of the terms, conditions or provisions of any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or it or its properties is otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Agreement.

(e) There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Borrower is a party or of which any property of the Borrower is subject, which has not been disclosed in writing to the Lender and which, if determined adversely to the Borrower, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Loan Agreement or the Note, or the authority of the Borrower to operate the System (as defined in the Loan Agreement) or to impose Rates and collect Gross Revenues (as such terms are defined in the Loan Agreement).

(f) All authorizations, consents, waivers, approvals and reviews of governmental bodies or regulatory authorities required for the Borrower's adoption, execution, approval and performance of the Loan Agreement, the Note and the Loan Legislation have been obtained; provided that no opinion is expressed with respect to any authorizations, consents, waivers, approvals or reviews required by the securities laws of the United States of America or of any state, or of any other jurisdiction.

This opinion is furnished to you by us as counsel for the Borrower, is solely for your benefit and the benefit of your successors and assigns, and is rendered solely in connection with the transaction to which this opinion relates. This opinion may be relied upon only in connection with this transaction and may not be relied upon by any person other than you and your successors and assigns without our prior written consent.

Very truly yours,

EXHIBIT C
FORM OF NOTE

ANY REGISTERED OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A LENDER'S LETTER OF REPRESENTATIONS CERTIFYING, AMONG OTHER THINGS, THAT SUCH REGISTERED OWNER IS AN "ACCREDITED INVESTOR" OR A "QUALIFIED INSTITUTIONAL BUYER" AS SUCH TERMS ARE DEFINED IN THE FORM OF THE LENDER'S LETTER OF REPRESENTATIONS ON FILE WITH THE BORROWER.

No. R-1

\$14,990,000

CITY OF DEERFIELD BEACH, FLORIDA
WATER AND SEWER REVENUE NOTE,
SERIES 2024

RATE OF INTEREST

MATURITY DATE

DATE OF ISSUE

4.14%
(Subject to adjustment as
provided herein)

November 1, 2033

March 28, 2024

REGISTERED OWNER: TD PUBLIC FINANCE LLC

PRINCIPAL AMOUNT: FOURTEEN MILLION NINE HUNDRED NINETY
THOUSAND DOLLARS AND 00/100

KNOW ALL MEN BY THESE PRESENTS, that the City of Deerfield Beach, Florida (the "Borrower"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on each Principal Payment Date and the Maturity Date specified above, the principal amount coming due on each such date (as set forth in Exhibit D to the Loan Agreement hereinafter mentioned), and not previously paid, and to pay solely from such funds interest on the outstanding Principal Amount hereof from the date of this Note or from the most recent date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Rate of Interest shown above, subject to adjustment as provided below, such interest being payable semi-annually on each May 1 and November 1 (each, an "Interest Payment Date") commencing May 1, 2024, with all unpaid interest being due on the Maturity Date or upon the earlier payment of principal hereof, by wire transfer in accordance with written instructions delivered by the Registered Owner to the Borrower or by such other medium acceptable to the Borrower and to such Registered Owner. The principal of and interest on this Note are payable in lawful money of the United States of America.

Interest due hereon shall be calculated on the basis of a 360-day year of twelve 30-day months. Presentment of this Note shall not be required for payment. However, within a reasonable period of time after payment in full of this Note, the Registered Owner shall return this Note to the Borrower marked “Paid in Full” or its equivalent.

This Note may be prepaid in whole or in part on any date by the Borrower, without prepayment premium or penalty, with thirty (30) days prior written notice to the Registered Owner by payment of an amount equal to the principal amount of the Note to be prepaid plus accrued interest thereon to the date of prepayment. The Borrower may issue a conditional notice of prepayment as provided in the Loan Agreement.

All payments by the Borrower on this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due.

Upon the occurrence of a Determination of Taxability, the interest rate on this Note shall be adjusted to a rate equal to 5.24% (the “Adjusted Interest Rate”) calculated on the basis of a 360-day year of twelve 30-day months, as of and from the date such Determination of Taxability would be applicable with respect to this Note (the “Accrual Date”); and (i) the Borrower, on the next interest payment date (or if this Note shall have matured, within 30 days after demand), shall pay to the Registered Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to such interest payment date (or maturity date), and (B) the actual interest paid by the Borrower on this Note from the Accrual Date to such interest payment date (or maturity date), and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Registered Owner arising as a result of such Determination of Taxability; and (ii) from and after the Date of the Determination of Taxability, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

As used in this Note, (1) “Code” means the Internal Revenue Code of 1986, as amended; and (2) “Determination of Taxability” means that interest on this Note is required to be included in the gross income of the Lender for federal income tax purposes due solely to the action or inaction of the Borrower (changes in the Code shall not result in a Determination of Taxability).

This Note shall bear interest on any overdue installment of principal and (to the extent permitted by law) interest at the Default Rate (as defined in the Loan Agreement). Any payment of principal or interest not made within fifteen (15) days after the payment is due shall be subject to a late fee equal to six percent (6.0%) of the overdue payment.

This Note is issued to finance the costs of certain capital improvements to the Borrower’s water and sewer system, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended, and other applicable provisions of law, Ordinance No. 2023/017 duly enacted by the City Commission of the Borrower (the “City Commission”) on December 12, 2023 and Resolution No. 2024/038 duly adopted by the City Commission on March 5, 2024, and pursuant to a Loan

Agreement between TD Public Finance LLC and the Borrower, dated as of March 28, 2024 (the “Loan Agreement”), to which reference should be made to ascertain those terms and conditions.

This Note is payable from and secured solely by a lien upon and pledge of the Pledged Funds, as defined and described in the Loan Agreement, all in the manner provided in, and subject to the terms and conditions of the Loan Agreement.

The principal of and interest on this Note do not constitute a general obligation or indebtedness of the Borrower, and the Registered Owner shall never have the right to require or compel the levy of taxes on any property of or in the Borrower for the payment of the principal of or interest on this Note. The issuance of the Note shall not directly, indirectly or contingently obligate the Borrower, the State or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for its payment but shall be payable solely from the Pledged Funds as provided in the Loan Agreement.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Note, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Deerfield Beach, Florida, has caused this Note to be executed by the Mayor or Vice-Mayor, and attested by the City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issue above.

CITY OF DEERFIELD BEACH, FLORIDA

(SEAL)

By: _____
Name: David Santucci, Jr.
Title: City Manager

ATTESTED BY:

By: _____
Name: Heather Montemayor, CMC
Title: City Clerk

Approved as to form and correctness as of
the 28th day of March, 2024.

By: _____
Name: Anthony C. Soroka, Esq.
Title: City Attorney

EXHIBIT D
AMORTIZATION SCHEDULE

<u>Maturity Date</u>	<u>Amount</u>
11/01/2024	\$ 623,000
11/01/2025	623,000
11/01/2026	623,000
11/01/2027	623,000
11/01/2028	623,000
11/01/2029	2,185,000
11/01/2030	2,275,000
11/01/2031	2,370,000
11/01/2032	2,470,000
11/01/2033	2,575,000
Total	\$14,990,000



America's Most Convenient Bank®

TD Bank, N.A.,
255 Alhambra Circle
Coral Gables, FL 33134
Tel: 786-306-7404
Lance.Aylsworth@td.com

January 30, 2024 (Updated February 15, 2024)

Ted Cole	RT Taylor	Taylor Bryant
Davenport & Company LLC	Davenport & Company LLC	Davenport & Company LLC
Ph: (804) 347-9690	Ph: (804) 380-8361	Ph: (804) 915-2787
tcole@investdavenport.com	rttaylor@investdavenport.com	tbryant@investdavenport.com

RE: City of Deerfield Beach, Florida \$14,500,000 Special Obligation Non-Ad Valorem Revenue Bond, Series 2024

Dear Messrs. Cole, Taylor, and Bryant:

In response to the above referenced RFP for City of Deerfield Beach, Florida (the "City"), TD Bank, N.A. (the "Bank") through its wholly owned subsidiary TD Public Finance LLC (the "Purchaser" or the "Bank"), is pleased to submit the following proposal to the City.

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank has not approved the Credit Accommodation. The Bank shall not be liable to the City or any other person for any losses, damages or consequential damages which may result from the City's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

This letter is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or (ii) as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors, and agents.

The Bank's Loan Proposal is subject to acceptance by the City and is contingent upon a Loan Closing with mutually acceptable documents between the City and Bank around an estimated closing date of April 5, 2024, unless otherwise negotiated between the Parties.

Accepted on this ___ day of _____, 2024:

City of Deerfield Beach, Florida

By: _____

Name: _____

Title: _____

Very truly yours,
TD Public Finance LLC
(A subsidiary of TD Bank, N.A.)

By: 

Lance Aylsworth
VP / Senior Relationship Manager

Choose either:

Option 1 (20yr Bond) Prepayment type: ___ Closed ___ Open

Option 2 (15yr Bond) Prepayment type: ___ Closed ___ Open

Summary of Terms and Conditions
For Discussion Purposes Only
City of Deerfield Beach, Florida
January 30, 2024 (Updated February 15, 2024)
Aggregate amount of all Credit Facility options shall not exceed \$14,500,000
(Direct Purchase Bank Loan)

Direct Purchase Option

- Borrower:** City of Deerfield Beach, Florida (the "Borrower").
- Bond Purchaser:** TD Public Finance LLC (the "Purchaser"). (A wholly owned subsidiary of TD Bank, N.A.)
- Credit Facility:** Direct Purchase of Tax-Exempt Bonds (the "Bond") to be purchased by the Purchaser pursuant to the terms of a Continuing Covenant Agreement or acceptable Supplemental Resolution between the Borrower and the Purchaser (the "DP Credit Facility").
- Amount(s):** Aggregate amount of the Bonds shall not exceed \$14,500,000.
- Purpose:** Municipal improvements included in the Project are expected to consist of the following:
1. ERP System and Implementation.
 2. International Fishing Pier Restoration.
 3. City Bridge Rehabilitation (design of the SE 15th Ave Bridge).
 4. Citywide Street Lighting (upgraded replacements).
 5. Pioneer Grove Corridor Redevelopment Improvements.
 6. Any other municipal improvements in the City's capital budget for Fiscal Year 2024 that may be financed with proceeds of tax-exempt obligations.
 7. Costs of issuance.
- Repayment:** Principal Payments: Annually beginning 3/1/2025 fully amortized as per attached Preliminary Loan Amortization Schedules.
Interest Payments: 30/360, March 1 and September 1, commencing September 1, 2024 and continuing through final maturity.
- Term:** Option 1: 20yr Bond – 19.98yrs (maturity March 1, 2044)
Option 2: 15yr Bond – 14.98yrs (maturity March 1, 2039)
- Interest Rate:** The following fixed rate options are offered:
- Option 1: 20yr Bond - **Tax-Exempt Fixed Rate Option** Tax-exempt fixed rate of interest as detailed below based on the listed term option.

Term (Years)	Interest Rate*
20yrs – Closed w/ no prepayment penalty annually up to 25% of principal balance. (see Closed Prepayment below)	4.15%
20yrs – Open – no prepayment penalty at any time (see Open Prepayment below)	4.33%

Formula: **Closed** tax-exempt fixed rate of interest to be determined by taking the prevailing 20-20 years structure of Reg. Federal Home Loan Bank (FHLB) Boston Amortizing Advances (4.92% on 1/30/2024) plus 0.33% (33 basis points) and multiplying its sum by the tax-exempt factor of 79%. The FHLB Interest Rate is provided in the website link below:

<https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing>

Borrower can elect to have an "Open" (no prepayment penalty at any time after 3yr Lock-Out) prepayment structure associated with this Loan by adding a premium of **18** basis points to the quoted proposed Closed Rate.

- Option 2: 15yr Bond - **Tax-Exempt Fixed Rate Option** Tax-exempt fixed rate of interest as detailed below based on the listed term option.

Term (Years)	Interest Rate*
15yrs – Closed w/ no prepayment penalty annually up to 25% of principal balance. (see Closed Prepayment below)	4.10%
15yrs – Open – no prepayment penalty at any time (see Open Prepayment below)	4.28%

Formula: **Closed** tax-exempt fixed rate of interest to be determined by taking the prevailing 15-15 years structure of Reg. Federal Home Loan Bank (FHLB) Boston Amortizing Advances (4.67% on 1/30/2024) plus 0.52% (52 basis points) and multiplying its sum by the tax-exempt factor of 79%. The FHLB Interest Rate is provided in the website link below:

<https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing>

Borrower can elect to have an "Open" (no prepayment penalty at any time after 3yr Lock-Out) prepayment structure associated with this Loan by adding a premium of **18** basis points to the quoted proposed Closed Rate.

Prepayment:

Closed Prepayment: Anytime on an annual basis with thirty (30) days prior written notice, a **prepayment up to 25% of the principal balance can be made to the Bonds without penalty**. At the time of any full or partial prepayment **exceeding 25%** of the principal balance annually, a "Yield Maintenance Fee" in an amount computed as follows will apply:

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Purchaser. In the event of any prepayment of this Note **above 25%** of principal balance annually, whether by voluntary prepayment, acceleration, or otherwise, the Borrower shall, at the option of the Purchaser, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Bond plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean the earlier of (a) the Mandatory Tender Date or (b) to the Final Maturity of the Note.

Open Prepayment: After the 3rd year anniversary (3yr Lock-Out), the Bonds may be prepaid at any time in whole or in part without prepayment penalty upon thirty (30) days prior written notice. Borrower can elect to have an "Open" prepayment penalty associated with this Loan by adding a premium of **18** basis points to the quoted proposed Closed Rate.

Security:

The 2024 Bond will be secured by a covenant to budget and appropriate legally available Non-Ad Valorem Revenues by the City on parity with any other outstanding Parity Indebtedness.

Financial Covenants:

The Credit Facility shall include the following financial covenants:

- 1) Anti-Dilution Test, as documented as a one-time before future issuance event.

**Financial
Reporting:**

The Credit Facility shall include the following reporting requirements:

<u>Types of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annual	Within 270 days of Borrower's Fiscal Year End.
Annual Budget	Annual	As soon as available or not more than 60 days of Borrower's fiscal year end.

The Bank reserves the right to request additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

**Representations
And Warranties:**

The Credit Facility shall include Representations and Warranties appropriate for facilities of this type, size, and purpose and generally consistent with the Borrower's existing facilities, including, but not limited to, the following: no material adverse change, true and accurate financial statements, no material litigation, requisite insurance, enforceability, no events of default, government consents, solvency, compliance with tax law and maintenance of tax-exempt status, compliance with environmental law and full disclosure of environmental matters.

**Other
Covenants:**

In addition to the terms and conditions outlined herein, the Credit Facility will contain affirmative and negative covenants appropriate for a borrower and a financing of this type and generally consistent with the Borrower's existing credit, liquidity and direct purchase facilities and such covenants shall include: no material amendments to, or terminations or substitutions to, the transaction documents.

**Events
of Default:**

The Credit Facility shall include, but will not be limited to, the following Events of Default:

- (1) Breach of representation or warranties.
- (2) Violation of covenants.
- (3) Bankruptcy or insolvency.
- (4) Payment default.

**Other
Conditions:**

Closing of the Purchaser's Credit Facility shall be contingent on the following conditions:

1. Establishment of an auto-debit account for facility, **if applicable**.
2. Documents for the tax-exempt facility will include taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable facility rate should the IRS deem the facilities to be a taxable facility solely due to events associated with **action or inaction** of Borrower.
3. Borrower covenants and agrees that documents will include language stipulating that the facilities and all existing and future obligations secured by Covenant to Budget & Appropriate shall be on parity without preference to be given to any particular issuance.
4. Borrower agrees to provide any supporting document that may be required so the Bank can qualify the Facility.
5. Should the credit rating on any long term general obligation debt of the City or bonds of the City secured by a covenant to budget and appropriate Non-Ad Valorem Revenues for which a credit rating (or, if credit enhanced, an underlying credit rating) is maintained by Moody's Investors Service ("Moody's"), Fitch Ratings ("Fitch") or Standard & Poor's, a Standard & Poor's Financial Services LLC business ("S&P") (each, a "Rating Agency") fall below Baa3 by Moody's or below BBB- by S&P or Fitch, or the credit rating by any Rating Agency on any such debt is withdrawn as a result of a request by the City in anticipation of a downgrade or for any other credit-related reason to avoid a default.

The City may include the "Springing Covenant" below as a potential remedy should the above credit rating default occur:

If the City no longer carries a credit rating from at least one Rating Agency on its general obligation bonds or bonds secured by a covenant to budget and appropriate Non-Ad Valorem Revenues, the total amount of Non-Ad Valorem Revenues for the prior and each succeeding Fiscal Year, as shown on the City's audited financial statements, must be at least 1.50 times the maximum annual debt service of all

debt (including all long-term financial obligations appearing on the City's most recent audited financial statements) to be paid from Non-Ad Valorem Revenues for such Fiscal Year, including any debt secured by or payable from one several specific revenue sources.

6. No Material Adverse Change to the Borrower.
7. The implementation of certain terms, conditions, covenants, or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
8. Other covenants, limitations, and requirements consistent with financings of this type.
9. All standard representations, warranties, rights, and remedies in the event of default acceptable to the bank.
10. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
11. The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.
12. Any other conditions the Purchaser may reasonably require.

Default Rate:

The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal, with Prime Floor of 3%.

**No Advisory or
Fiduciary Role:**

The Borrower acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between the Borrower and Purchaser in which Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (ii) the Purchaser has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Borrower on other matters); (iii) the only obligations the Purchaser has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (iv) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

**Fees and
Expenses:**

The Borrower(s) shall pay to the Purchaser on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Purchaser in connection with the preparation, review, administration, and enforcement of all documents related to the Credit Facilities, regardless of whether this transaction closes.

The Purchaser expects to utilize Skip Miller at Greenspoon Marder LLP as counsel to represent the Purchaser and review the applicable Credit Facility documents drafted by Bond Counsel. For a single Credit Facility, legal fees are estimated at \$8,000.00 plus disbursements.

Bank origination fee: \$10,000 for either Loan

Governing Law:

State of Florida.

**Waiver of Jury
Trial:**

The Borrower shall waive its right to a trial by jury.

Confidentiality:

These Summary of Terms and Conditions contain confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Bonds or as may be required by law, the contents of this proposal may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed Bonds.

**Patriot Act
Notice:**

The Purchaser is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower that pursuant to the requirements of the Act, it is

required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Purchaser to identify the Borrower in accordance with the Act.

These Summary of Terms and Conditions are provided for discussion purposes only, are not binding on any party, and therefore, do not constitute a commitment to lend by the Purchaser. The Summary of Terms and Conditions are intended to be merely a summary of the provisions by which the Purchaser has contemplated the proposed financing, and, therefore, do not include all of the terms and conditions that would be included in definitive documentation required by the Purchaser to execute the proposed transaction. Consequently, the terms proposed herein are provided for the purpose of discussion for a period of 30 days following the date of this letter, unless otherwise extended in writing by the Purchaser. Any extension of credit is subject to final credit approval through the Purchaser's normal approval process. If credit is offered in the future, the required terms and conditions will be made in writing and may differ substantially from those contained in this proposal.

Preliminary Amortization Schedules

	Option 1	Option 2
Date	20-Year Bond	15-Year Bond
3/1/2025	\$ 395,000	\$ 615,000
3/1/2026	440,000	685,000
3/1/2027	465,000	720,000
3/1/2028	490,000	760,000
3/1/2029	515,000	805,000
3/1/2030	545,000	845,000
3/1/2031	575,000	895,000
3/1/2032	605,000	945,000
3/1/2033	640,000	995,000
3/1/2034	675,000	1,050,000
3/1/2035	710,000	1,110,000
3/1/2036	750,000	1,170,000
3/1/2037	795,000	1,235,000
3/1/2038	835,000	1,300,000
3/1/2039	880,000	1,370,000
3/1/2040	930,000	
3/1/2041	980,000	
3/1/2042	1,035,000	
3/1/2043	1,090,000	
3/1/2044	1,150,000	
Totals	\$ 14,500,000	\$ 14,500,000
Avg. Life (Years)⁽¹⁾	12.20	8.95

⁽¹⁾Average Life in Years (i.e. Weighted Average Maturity) is preliminary and subject to change.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-55

Agenda Date: 3/5/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2024/ - 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 \$14,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN MUNICIPAL CAPITAL IMPROVEMENTS AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM MONEYS DEPOSITED IN THE DEBT SERVICE FUND ESTABLISHED FOR THE OBLIGATIONS DERIVED FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, 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 Ordinance and set public hearing for March 19, 2024

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

There are several projects that were approved for debt financing in the FY2024 Capital Projects Fund budget as well as for the Fund's Five-Year Capital Improvement Plan. On October 17, the City Commission approved the reimbursement resolution as activity began on some of these projects with the expectations that they will be under contract within the next six to nine months. The resolution was an initial required step when there is an expectation of payment for expenditures related to these debt-financed projects occurring prior to the actual associated issuance of debt. Another requirement is the City will have to issue the debt no later than 18 months after the later of the date the expenditures were paid, or the project was placed in service (and in all instances within 3 years of the date of payment).

Current Activity

On behalf of the City, Davenport & Company LLC (Davenport) distributed a request for proposals (RFP) on January 5, 2024 to a comprehensive list of local, regional, and national banks. The RFP was to solicit a direct bank loan to obtain financing for municipal improvements in an amount up to \$14.5M. The 2024 bond will be secured by a covenant to budget and appropriate legally available non-ad valorem revenues by the City. The 2024 Bond is not a general debt, liability, or obligation of

the City.

Municipal improvements are expected to consist of the following:

1. ERP System and Implementation - \$3.6M
2. International Fishing Pier Restoration - \$4.5M
3. City Bridge Rehabilitation design of the SE 15th Ave Bridge - \$368K
4. Citywide Street Lighting upgraded replacements - \$800K
5. Pioneer Grove Corridor redevelopment improvements - \$2.5M
6. Any other municipal improvements in the City's capital budget for Fiscal Year 2024 that may be financed with proceeds of tax-exempt obligations
7. Cost of issuance.

This type of debt financing requires the adoption of an ordinance. If the first reading of the ordinance is adopted by the Commission, the loan agreement will be brought forward for approval when the second reading of the ordinance is scheduled. Staff recommends approval of the ordinance on first reading.

Recommendation

Staff recommends approval of this Ordinance.

ORDINANCE NO. 2024/ _____

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 \$14,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN MUNICIPAL CAPITAL IMPROVEMENTS AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM MONEYS DEPOSITED IN THE DEBT SERVICE FUND ESTABLISHED FOR THE OBLIGATIONS DERIVED FROM THE CITY’S COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, 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.

“Non-Ad Valorem Revenues” means all revenues of the City derived from any source whatsoever other than revenues derived from ad valorem taxes imposed on real or personal property, but only to the extent that such revenues are legally available to pay the principal of and interest on the Obligations and make other payments required by the Supplemental Resolution and/or the loan agreement entered into by the City in connection with the issuance of the Obligations.

“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.

“Project” means the capital improvements to be undertaken by or on behalf of the City and financed, in whole or in part, with the proceeds of the Obligations, which capital improvements shall be generally described in the Supplemental Resolution.

“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.

(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) Pursuant to the Florida Constitution and Chapter 166, Florida Statutes, as amended, the City has all powers of local self-government to perform municipal functions and to render municipal services, to undertake capital projects in furtherance thereof and to provide for the financing of the same, except as otherwise provided by law, and such power may be exercised by the City through the enactment of appropriate ordinances and resolutions.

(b) It is in the best interests of the City and its residents to undertake certain capital improvements within the geographical boundaries of the City.

(c) It is desirable for the City Commission to authorize, by this Ordinance, as the same shall be supplemented by a Supplemental Resolution, 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 shall be secured by and payable from moneys deposited in the debt service fund to be established for the Obligations pursuant to the Supplemental Resolution,

which moneys shall be derived from the City's covenant to budget and appropriate Non-Ad Valorem Revenues.

(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 \$14,500,000, 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 \$14,500,000, (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 and payable from moneys deposited in the debt service fund to be established for the Obligations pursuant to the Supplemental Resolution, which moneys shall be derived from the City's covenant to budget and appropriate Non-Ad Valorem Revenues.

(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 ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

(SEAL)

CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA

By: _____
Bill Ganz, Mayor

(ATTEST)

By: _____
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. 2024-99

Agenda Date: 3/5/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with Brothers' Construction, Inc. in the amount of \$1,517,500.00 for design-build modifications to include additional enhancements and improvements for the International Fishing Pier Renovation Project, for a total project cost of \$4,677,875.00; providing for execution of the Change Order, implementation and an effective date. (Funds from Account #399-5060-519-65-30 - CIP - Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$4,817,915.00

Account Name: CIP - Infrastructure

Account Number: 399-5060-519-65-30

Background/History

In accordance with previous direction from the City Commission, the City proceeded with the bid to restore the existing pier and awarded the bid to Brothers' Construction Inc. on December 12, 2023. Consistent with the presentation provided to the Commission on that date, staff explored a change-order to the base bid construction contract with Brother's Construction to see if they could come in at a price that is fair and reasonable for further enhancements to the pier. Considering the importance that the International Fishing Pier represents to the City, these enhancements improve the overall pier experience for sightseers and anglers.

The scope of these improvements consists of: the demolition of the existing pavilion structure; construction of two new 20 ft by 20 ft lpe hardwood pavilion structures; all electrical and lighting associated with the new structures; six new custom fish cleaning stations and water infrastructure; fifteen new benches and furnishings; replacement of existing fences and gates; and a new place making welcome sign at the pier.

Staff worked with the contractor on the cost and schedule for these enhancements. Certain updates identified by the contractor to the base works are merited for structural and plumbing design for an additional cost of \$66,340. Brothers' Construction proposed the additional enhancements at a cost of \$1,517,500 with an additional 90 days to be added to the base contract.

The original direction to the contractor was to prepare a phased schedule, which provided for a three-phased closure to the pier from the east to west to maximize portions of the pier that could remain

open to the public until a full closure is necessary. After meetings with the contractor, the contractor expressed operational efficiencies and cost savings if the city was willing to permit construction in one phase. The contractor proposed a reduction in overall project costs with enhancements by \$140,040 and compression of the project schedule by 53 days. In addition to the cost savings and overall efficiencies to be gained on the project, the City would also benefit from increased public safety with reduced conflicts near an active construction site and a reduction in temporary personnel costs during the full closure of the pier, and potentially reduced truck traffic from material deliveries.

Current Activity

At this time, permits for the base contract were submitted to the jurisdictional agencies to include the Florida Department of Environmental Protection and the Army Corps of Engineers. Pending the direction of the City Commission, the Contractor will proceed with completion of the permit drawings for the enhancements and file subsequent permits for those additions.

The Contractor has submitted two options for the staging and laydown area. The first option is a location in Pioneer Park off Eller Street and NE 5th Avenue. This option poses some concern for security and efficiency. If the Contractor is permitted to close the Pier in one phase and utilize a laydown area in the Pier Beach Parking Lot, the project benefits from improved operational efficiencies.

It is anticipated all permits will be in hand by late Spring/early Summer 2024, at which time construction is anticipated to start. Dependent on the direction of the City Commission, work will proceed in either one or three phases. The duration of construction is contingent on the phased approach and available laydown area. All construction is anticipated to be complete by Spring/Summer 2025.

Recommendation

It is staff's recommendation to perform the work in one phase realizing cost savings in the amount of \$140,040 and operational efficiencies to reduce 53 days to the overall project schedule to include a laydown area in the Pier Beach Parking Lot. It is recommended the Commission approve a total contract value with Brothers Construction Inc. for an amount not to exceed \$4,677,875 (inclusive of the cost savings), to include \$1,517,500 for enhancements to the International Fishing Pier.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER WITH BROTHERS' CONSTRUCTION, INC. IN THE AMOUNT OF \$1,517,500.00 FOR DESIGN-BUILD MODIFICATIONS TO INCLUDE ADDITIONAL ENHANCEMENTS AND IMPROVEMENTS FOR THE INTERNATIONAL FISHING PIER RENOVATION PROJECT, FOR A TOTAL PROJECT COST OF \$4,677,875.00; PROVIDING FOR EXECUTION OF THE CHANGE ORDER, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 24-03-BA (the "RFP") for the Deerfield Beach International Pier repairs and renovations (the "Project"); and

WHEREAS, on December 12, 2023, the City Commission approved the Evaluation Committee ranking with Brothers' Construction, Inc. ("BCI") as the top ranked firm, and authorized execution of an agreement with BCI for the Project; and

WHEREAS, on January 8, 2024, the City entered into a construction services agreement with BCI for the Project (the "Agreement"); and

WHEREAS, subsequent to the December 12, 2023 City Commission meeting, City staff met with BCI to discuss a change order to the base bid of the Agreement to include further enhancements to the Project, consistent with the presentation provided to the City Commission on December 12, 2023; and

WHEREAS, the additional enhancements and improvements consist of: (1) demolition of the existing pavilion structure; (2) construction of two new 20ft by 20ft lpe hardwood pavilion structures; (3) all electrical and lighting associated with the new structures; (4) six new custom fish cleaning stations and water infrastructure; (5) 15 new benches and furnishings; (6) replacement of existing fences and gates; and (7) a new place making welcome sign at the pier (collectively, the "Enhancements"); and

WHEREAS, BCI provided City staff with an updated proposal and schedule for the Project for the Enhancements, which would increase the Project Cost by \$1,517,500.00; and

WHEREAS, BCI has included into its proposal that the project be changed from three phases to one phase, which would include the closure of the pier and reduce the project schedule by 53 days, with a Project cost savings of \$140,040.00; and

WHEREAS, City staff supports BCI's proposal to change the phasing of the Project and fully close the pier, which would reduce the project schedule and result in costs savings; however, such proposal requires City Commission approval; and

WHEREAS, Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount by more than \$30,000 or ten percent of the original construction contract amount; and

WHEREAS, City staff recommends that the City Commission approve a change order to the Agreement in the amount of \$1,517,500.00, to provide for the Enhancements, a single phase of the Project and reduce the project schedule by 53 days, (the “Change Order”) which will result in an updated total Project Cost of \$4,677,875.00.

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 approves the Change Order in the amount of \$1,517,500.00 pursuant to the terms of the Agreement, to provide for the Project Enhancements, a single Project phase, staging at the Pier Beach Parking Lot, and reduction in the Project schedule, resulting in a total Project cost of \$4,677,875.00, inclusive of the \$140,040 cost savings.

Section 3. The appropriate City officials are authorized to execute the Change Order with BCI in the amount not to exceed \$1,517,500.00.

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 _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

INTERNATIONAL FISHING PIER REPAIRS AND RENOVATION
BUDGET SUMMARY

BROTHERS' CONSTRUCTION, INC
2/13/2024

ITEM #	SCOPE	LUMP SUM VALUE	TIME
1	BASE WORKS CONTRACT VALUE (1/8/2024)	\$ 3,234,075.00	335.00
2	ADDITIONAL WORKS PROPOSAL REV 1 (2/13/2024) - BREAKDOWN ATTACHED	\$ 1,517,500.00	90.00
3	ADDITIONAL 120 LF OF NEW HANDRAIL MISSING FROM BASE WORKS DESIGN AND BID FORM (BID ITEM 2.1)	\$ 52,800.00	4.00
4	CHANGES TO BASE CONTRACT TO RE-DESIGN & PROVIDE CITY DESIRED LIGHTING IN ACCORDANCE WITH CURRENT CONNECTIONS PRELIMINARY PLANS. ENGINEERING INCLUDED.	NO COST CHANGE	18.00
5	CORRECTION OF BASE WORKS (LYE) STRUCTURAL DESIGN, PLUMBING DESIGN DRAWINGS, AND ENVIROMENTAL PERMITTING ISSUES. DETAILS BELOW (A-G)	\$ 13,540.00	13.00
5a	EXCHANGE 3X6 IPE SLEEPERS WITH 3X6 TANGENT ML COMPOSITE SLEEPERS (7180 LF)	(26,540.00)	
5b	EXCHANGE SLEEPER EPOXIED 1/2" BOLTS (1 FT O.C. @ 5" DEEP) TO 2.5 FT O.C. @ 3" DEEP	(56,230.00)	
5c	REVERT TO EXISTING HANDRAIL POST CONNECTIONS WITH THRU BOLTS IN SLEEVES (UPSIZE TO 3/4" OR 7/8" BOLTS AND 3/8" BACKING PLATE). INCLUDES LENGTHENING POSTS.	(22,000.00)	
5d	DELETE 2X6 HANDRAIL RUNNER AND EXCHANGE 5/8" AT PICKET AND SIDE RAIL BOLTS W/ 1/2" CARRIAGE BOLTS	(32,560.00)	
5e	COMPLETETLY MODIFY LYE FRAMING TO BMA/BCI CONCEPT	89,190.00	
5f	PROFESSIONAL SERVICES (BMA) - STRUCTURAL & PLUMBING RE-DESIGN + USACE & FDEP PERMITTING ACQUISITION	31,680.00	
5g	CONTINGENCY FOR UPSIZING T-HEAD & END PIER STRUCTURAL	30,000.00	
	SUBTOTAL	\$ 4,817,915.00	460.00

A1	PERFORMING PROJECT IN 1 PHASE VS. 3 PHASE (BASE WORKS)	\$ (32,010.00)	(35.00)
A2	STAGING @ DEERFIELD PIER PARKING LOT OPPOSED TO PIONEER PARK (BASE WORKS)	\$ (33,390.00)	(12.00)
A3	STAGING @ DEERFIELD PIER PARKING LOT OPPOSED TO PIONEER PARK (ADDITIONAL WORKS)	\$ (14,640.00)	(6.00)
A4	PRICE CUT IF ADDITIONAL WORKS AWARDED AT NEXT AGENDA MEETING (ADDITIONAL WORKS)	\$ (60,000.00)	-
	SUBTOTAL	\$ (140,040.00)	(53.00)

	GRAND TOTAL	\$ 4,677,875.00	407.00
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Notes:

- * Item A1 assumes that the pier is shut down entirely for the project.
- * Consider that Item A1 is the safest option for both the Public and the Contractors onsite.
- * Items A2 & A3 are further explained and qualified in the attachment. These also assume that all construction vehicles could use the Deerfield Pier Parking Lot



February 13, 2024

Sent via email

City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33441

Attention: Josef Farbiarz, P.E., City Engineer
Project: International Fishing Pier Repairs and Renovation
Subject: Additional Works Design-Build Proposal – [Rev 1 \(Updates in Blue\)](#)

Dear Mr. Farbiarz,

We are pleased to submit this design-build proposal for the abovementioned project for your review and consideration. The development of this proposal is based on the architectural renderings and scope breakdown you provided to us via email on December 20th, 2023, and our scope clarification meeting notes recorded after our on-site meeting on January 11th, 2024, attached here as **Exhibit C**.

GENERAL CLARIFICATIONS:

1. One (1) mobilization and one (1) demobilization will be required for our work scopes with uninterrupted access to the site. We have assumed the Additional Works will occur concurrently with our current Base Works Contract, and will extend the overall duration of the project by **90 days**. If work has to occur separate of Base Works Contract, for reasons beyond our control, such as permitting acquisition, there could be cost and schedule implications.
2. We assume formal acceptance of proposal will be via dual execution of a change order to the current Base Works Contract.
3. BCI's Proposal must be named or included as a Contract document, and it shall be clear that its conditions take precedence over other bidding documents, due to the fact that its scope breakdown and terms could be more defined or stringent than other documents.

SCOPE CLARIFICATIONS:

Our pricing include the following:

1. All additional mobilization, demobilization, materials handling, maintenance of traffic, additional payment and performance bond premiums, insurances, and all other indirect costs for Additional Scope items not included in current Base Works Contract.
2. Complete demolition and disposal of existing pavilion structure and its ancillary items, currently located between Pier bents #19 and #20 as numbered on LYE structural plans, and the attached preliminary electrical and lighting plans (**Exhibit B**).
3. ADA drop downs in handrail system. We have assumed 25 each locations and them to be nominally 10 feet wide so no intermediate posts and post connections are needed.
4. 2 each new 20 ft wide by 20 ft long lpe hardwood pavilion structures generally constructed as conceptualized in **Exhibit A**. Eastern pavilion to be located between Pier bents #19 and #20, and western pavilion to be located between Pier bents #11 and #12, as numbered on LYE structural plans, and the attached preliminary electrical and lighting plans (**Exhibit B**).



5. All electrical and lighting for western pavilion. It is assumed that costs for eastern pavilion are included in the Base Works Project scope. Preliminary electrical and lighting plans for the Base Works Contract and Additional Works is included as **Exhibit B**.
6. 6 each new custom fish cleaning stations, generally constructed as show on the architectural renderings. This also includes additional waterline work to hookup to all six stations. Assumes a direct vertical drain penetrates the deck and no grinder pump or sewer system is required, similar to how existing cleaning station's function.
7. 15 each new park benches, generally constructed as shown on the architectural renderings. To be constructed with Ipe hardwood.
8. Removal and replacement of existing front entrance fence and gates, generally in kind. Fence and gates to span approximately 30 linear feet.
9. 1 each illuminated welcome sign at pier entrance, generally constructed as shown on the architectural renderings.
10. 1 each allowance of **\$20,000** for pier signage. BCI will collect direct costs for all items, and if more or less cost occurs than what's anticipated by the allowance, then final pricing shall be amended via additive or deductive change order. No overhead or profit will be included for this item.
11. 1 each allowance of **\$20,000** for public space art, which includes the art shown to be installed on either side of all 6 each fish cleaning stations. BCI will collect direct costs for all items, and if more or less cost occurs than what's anticipated by the allowance, then final pricing shall be amended via additive or deductive change order. No overhead or profit will be included for this item.
12. 1 each allowance of **\$40,000** for building permit fees. BCI will collect direct costs for this, and if more or less cost occurs than what's anticipated by the allowance, then final pricing shall be amended via additive or deductive change order. No overhead or profit will be included for this item.
13. Professional Engineering, Shop Drawings, and Permitting drawings necessary for all aforementioned scope items.
14. Environmental Permitting necessary for all aforementioned scope items. It is understood the BCI has no control over how long environmental agencies will take to approve our designs or that all proposed scope items can be approved.
15. For further scope clarification details, refer to **Exhibit C**.

GENERAL EXCLUSIONS:

1. Under pier lighting.
2. Modifications to cost due to permitting requirements by federal, state, or local governing agencies, not currently known or in our possession.
3. Builder's Risk Insurance.



PRICING:

One Lump Sum price of **\$1,517,500**, which includes **\$80,000** worth of Allowances described above.
[See Attached Schedule of Values](#)

EXHIBITS:

- | | |
|------------------|--|
| Exhibit A | CONCEPT FOR PAVILLION ROOF STRUCTURE – ELEVATION VIEW (REV 1) |
| Exhibit B | PRELIMINARY ELECTRICAL AND LIGHTING PLANS – ENTIRE PROJECT SCOPE |
| Exhibit C | SCOPE CLARIFICATION MEETING NOTES |
| Exhibit D | SCHEDULE OF VALUES |

If you have any questions or require additional information, please do not hesitate to contact us.

Thank you for this opportunity and we look forward to collaborating with you in the near future,

Marty Kenealy

Vice President

Brothers' Construction, Inc.

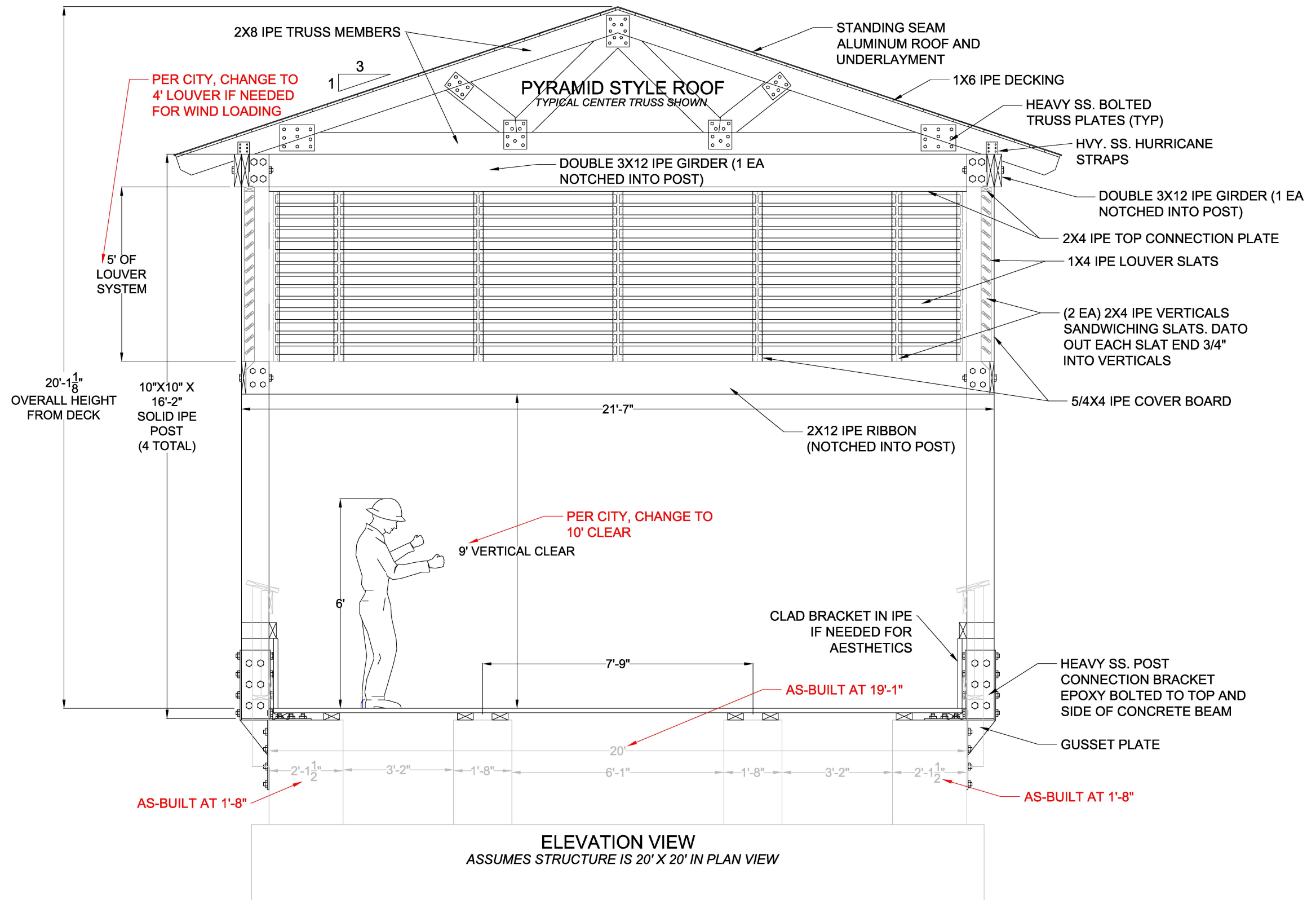
Phone: (772) 919-5584

marty@brothersconstructionfl.com

6526 S. Kanner Hwy., #345, Stuart, FL 34997

Phone: (772) 692-9477

www.brothersconstructionfl.com



PROJECT:
DEERFIELD BEACH PIER IMPROVEMENTS - ADDITIONAL WORK

1 OF 1
DRAWING NO.

PROJECT NO.

01/12/24
DATE.

TITLE:
EARLY CONCEPT FOR ROOF STRUCTURE - ELEVATION VIEW

NA
SCALE.

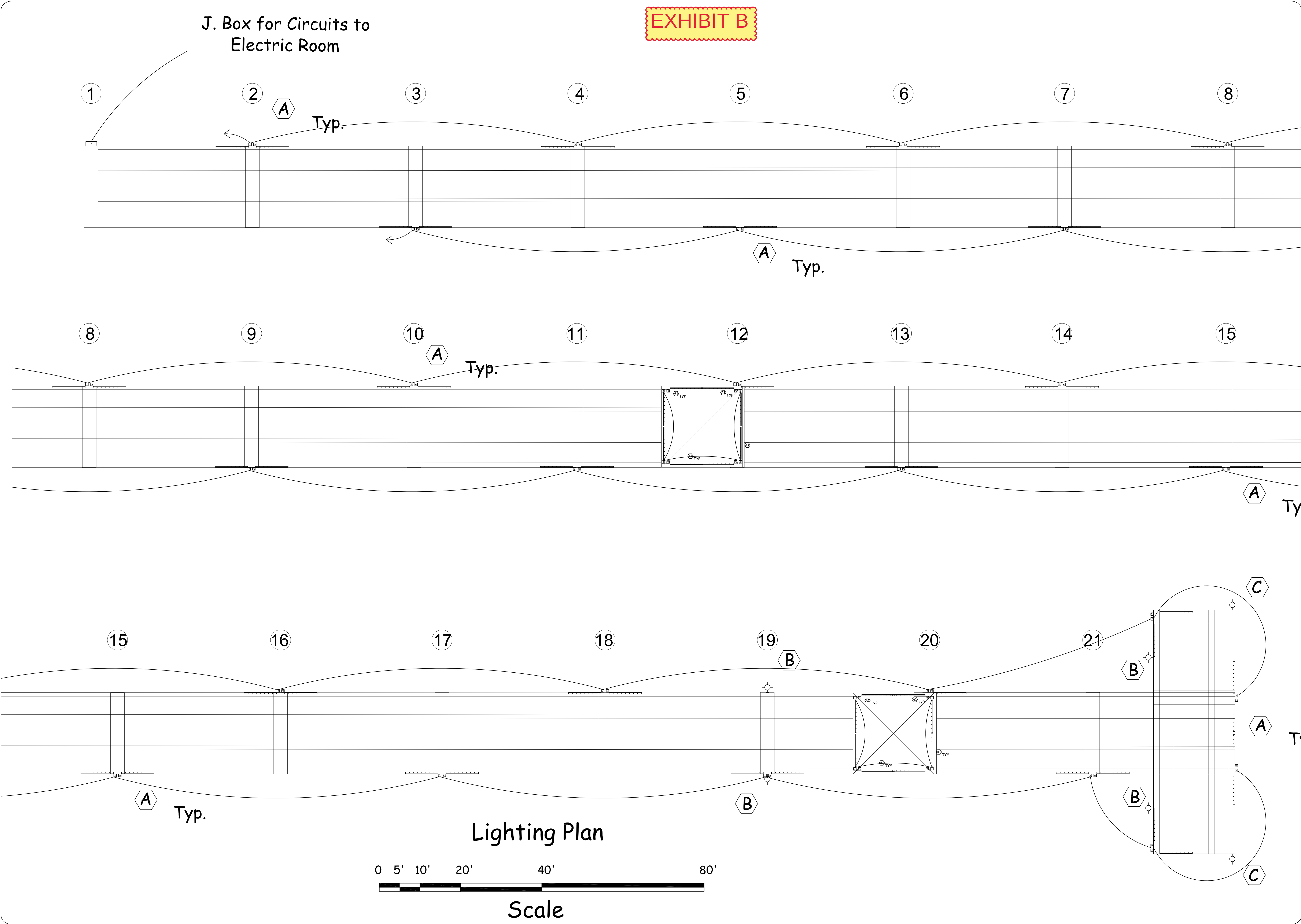
MK
DRAWN.

CHECKED.

REV1
REVISION.



Brothers' Construction, Inc.
6526 S. Kanner Hwy., #345
Stuart, FL 34997
www.brothersconstructionfl.com



Sheet: 2	Of: 8	Project No. 2403 CONTRACT NO.

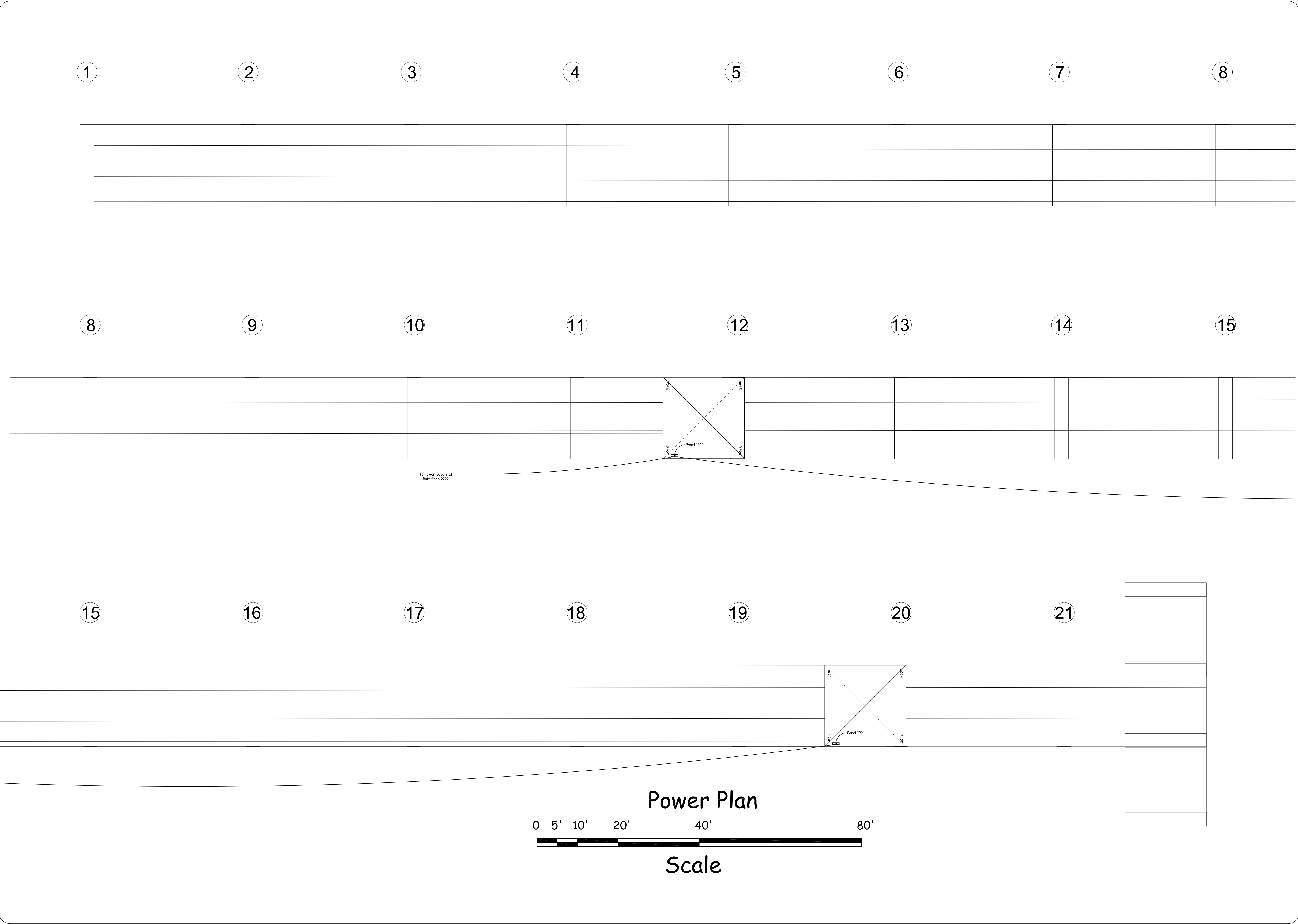
Drawing Title: Pier Lighting Plan

Approved:	Drawn:	Checked:	Date: 01/22/24
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CURRENT CONNECTIONS, INC. 1620 Hill Avenue Mangonia Park, Florida 33407 (561) 863-0010 Fax (561) 863-5380 State License EC-0001253
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Project: Deerfield Beach Fishing Pier Deerfield Beach, FL

Scale: 1" = 20'



Sheet: 3

Of: 8

Project No. 2403

CONTRACT NO.

Drawing Title:

Pier Lighting Plan

Approved:

Drawn:

Checked:

Date:

01/22/24

CURRENT CONNECTIONS, INC.

1620 Hill Avenue

Mangonia Park, Florida 33407

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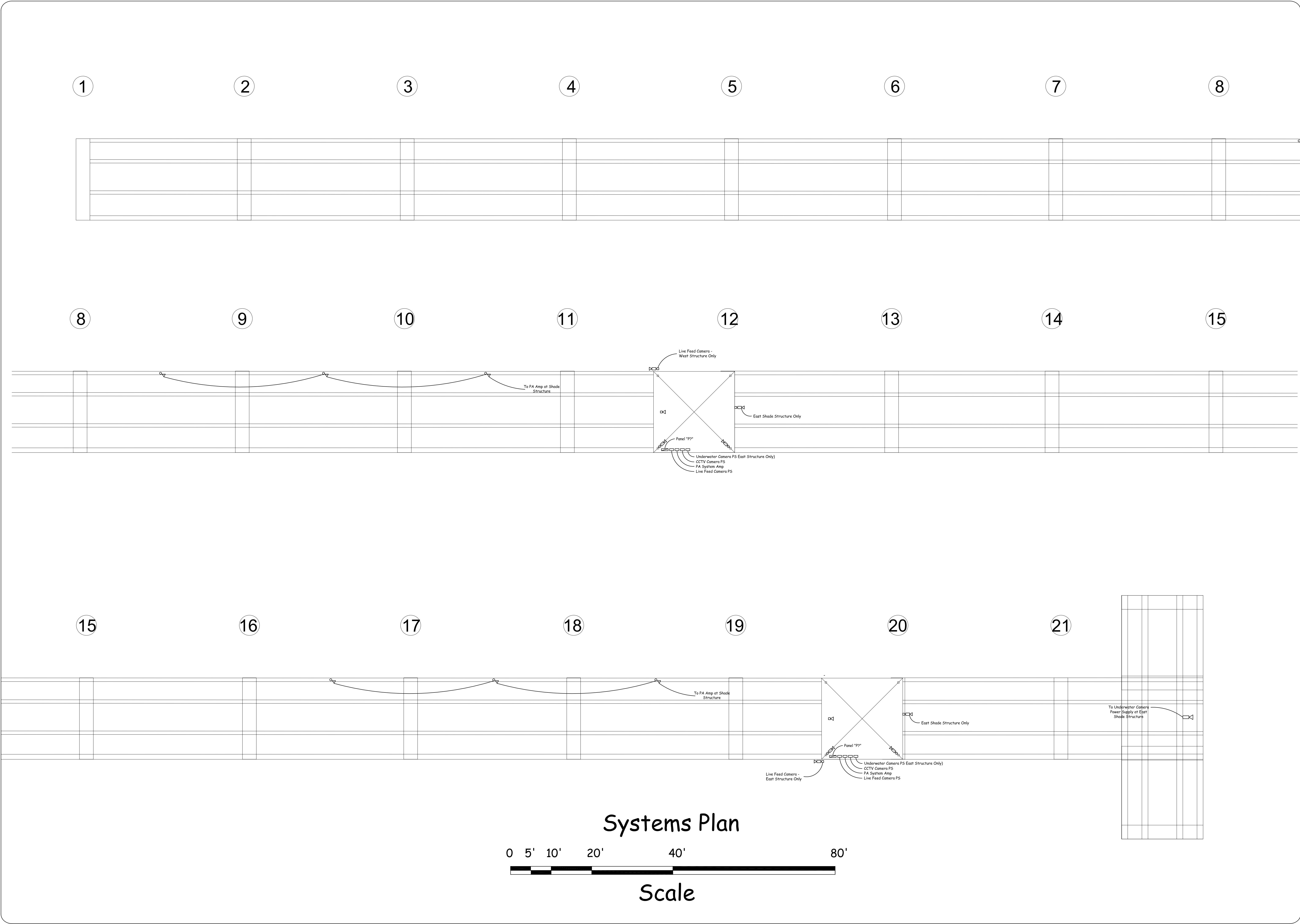
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Deerfield Beach Fishing Pier

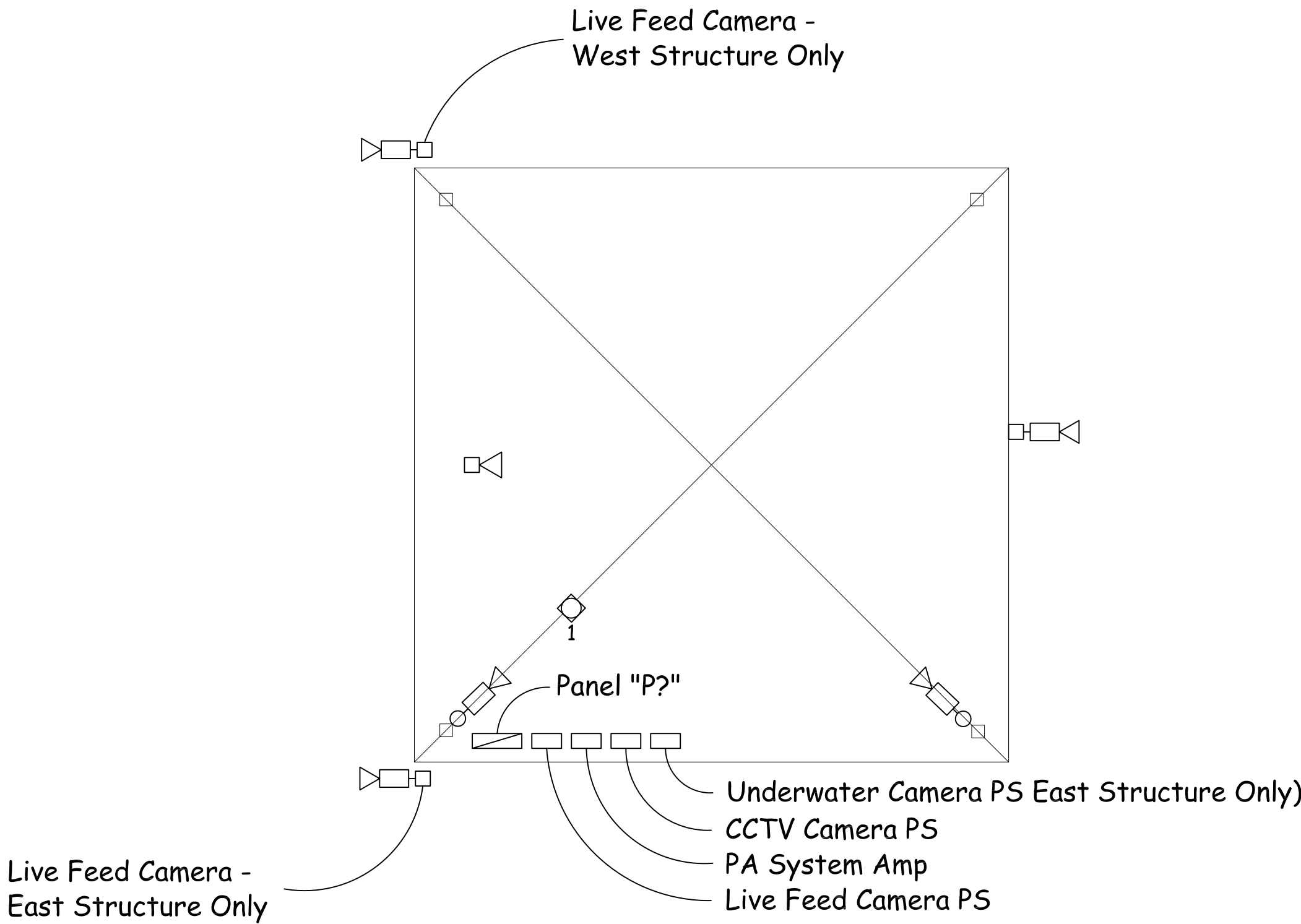
Deerfield Beach, FL

Scale:

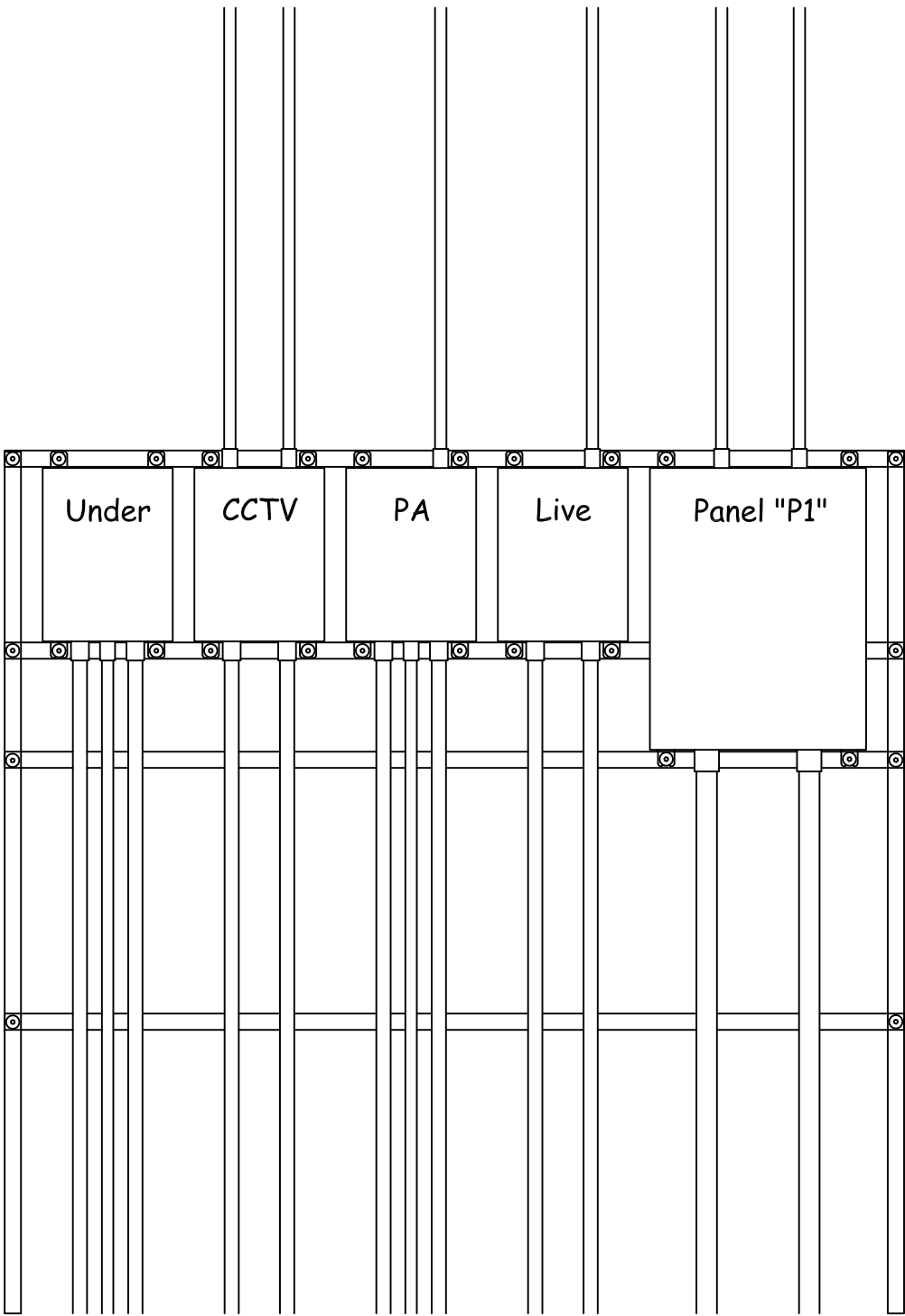
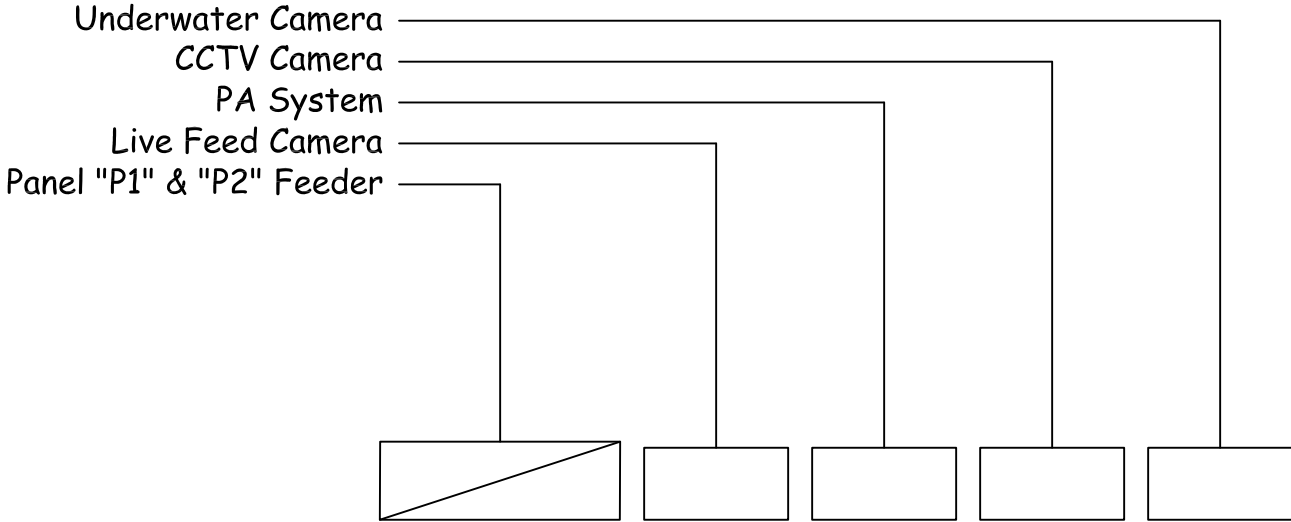
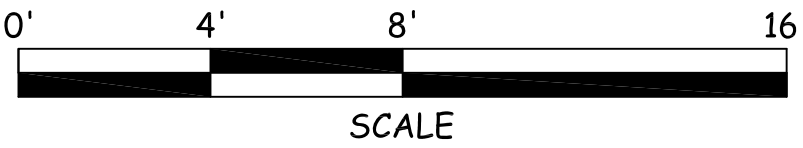
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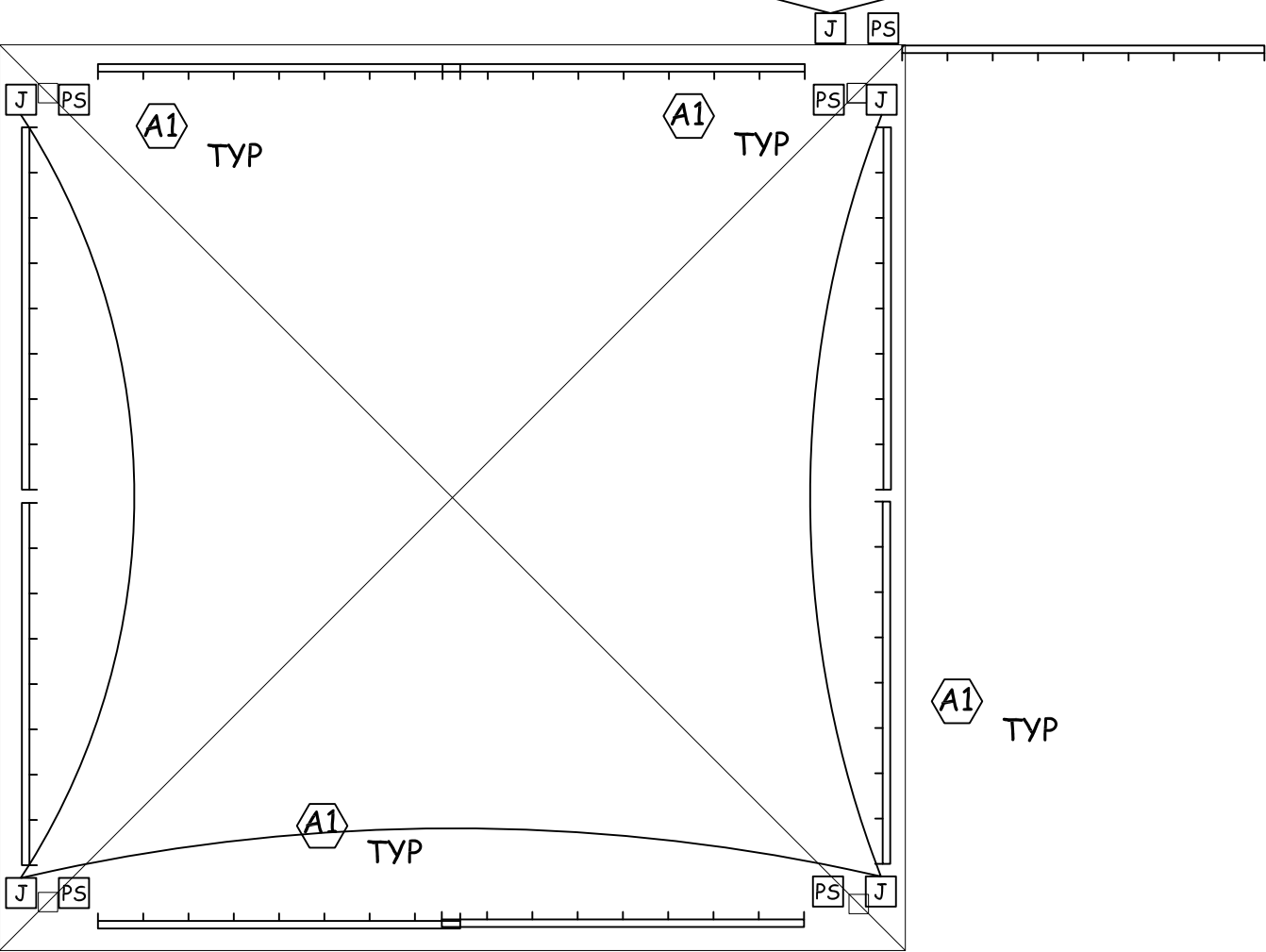
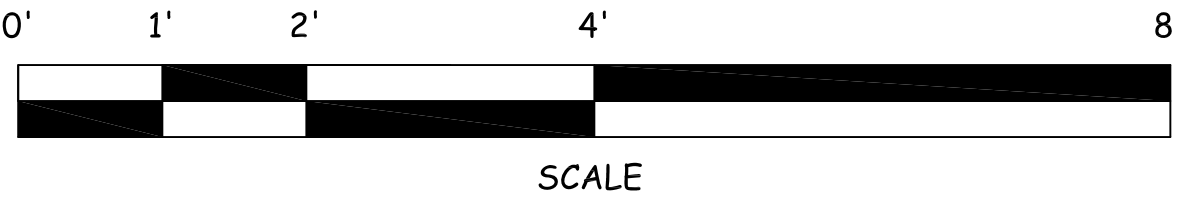
Sheet: 4	Of: 8	Project No. 2403 CONTRACT NO.
Drawing Title: Pier Systems Plan		
Approved: Drawn: _____ Checked: _____ Date: 01/22/24		
CURRENT CONNECTIONS, INC. 1620 Hill Avenue Mangonia Park, Florida 33407 (561) 863-0010 Fax (561) 863-5380 State License EC-0001253		
Project: Deerfield Beach Fishing Pier Deerfield Beach, FL		
Scale: 1" = 10'		



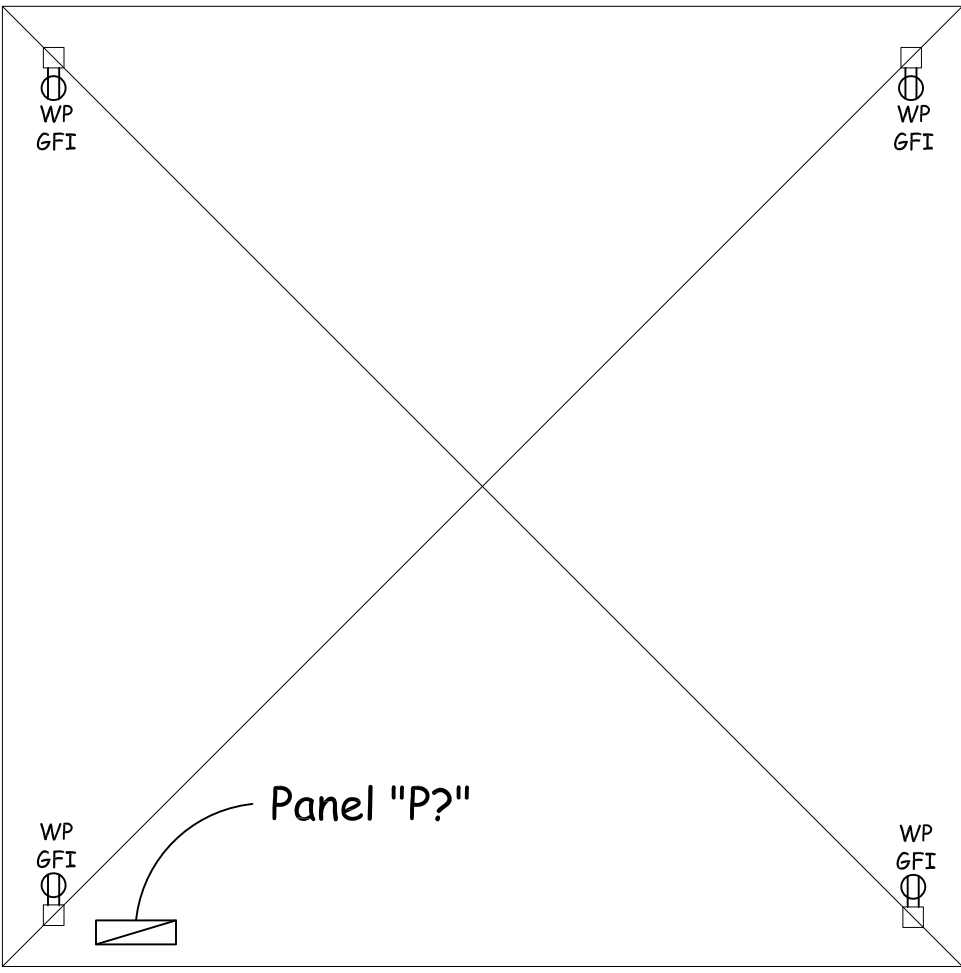
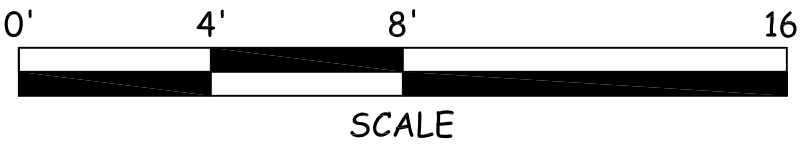
Shade Structure
Systems Plan



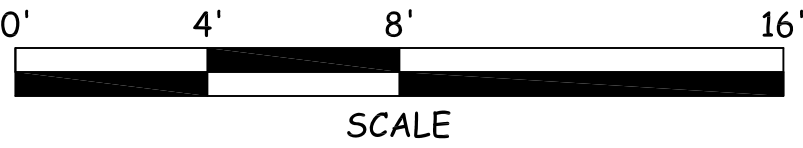
Shade Structure
Equipment Layout



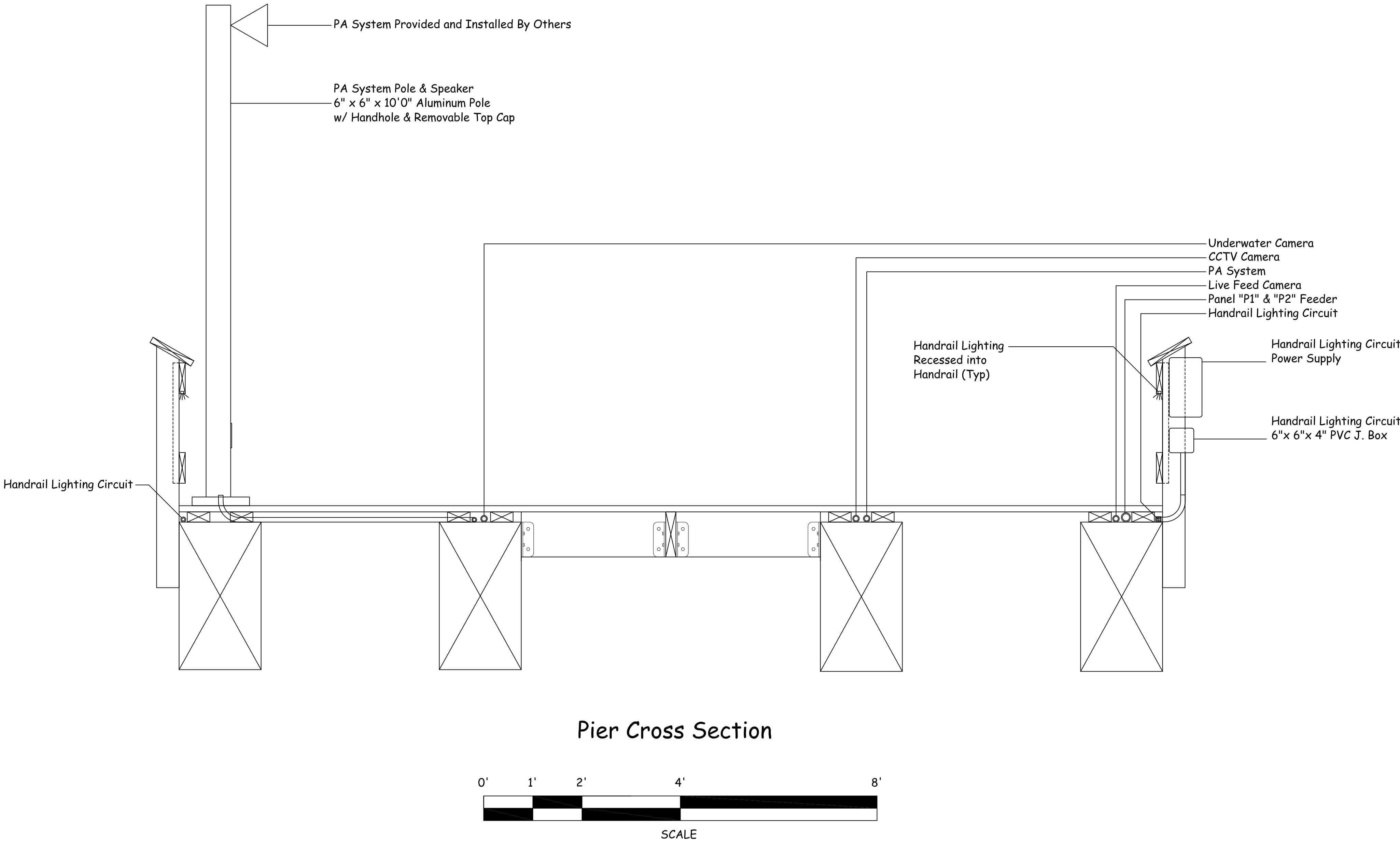
Shade Structure
Lighting Plan



Shade Structure
Power Plan



Scale: As Shown	Project: Deerfield Beach Fishing Pier Deerfield Beach, FL	CURRENT CONNECTIONS, INC. 1620 Hill Avenue Mangonia Park, Florida 33407 (561) 863-0010 Fax (561) 863-5380 State License EC-0001253	Approved: Drawn: Checked: Date: 01/22/24	Drawing Title: Typical Shade Structure	Sheet: 5 Of: 8 Project No. 2403 CONTRACT NO.



Scale:
1" = 10'

Project:
Deerfield Beach Fishing Pier
Deerfield Beach, FL

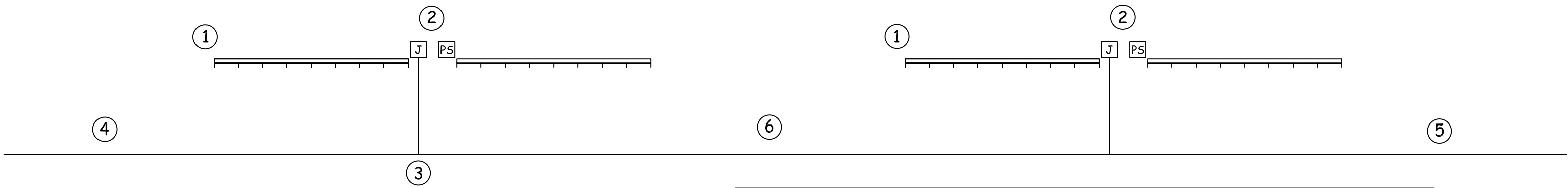
CURRENT CONNECTIONS, INC.
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Mangonia Park, Florida 33407
(561) 863-0010 Fax (561) 863-5380
State License EC-0001253

Approved:
Drawn:
Checked:
Date: 01/22/24

Drawing Title:
Pier Cross Section

Sheet: 6
Of: 8
Project No. 2403
CONTRACT NO.

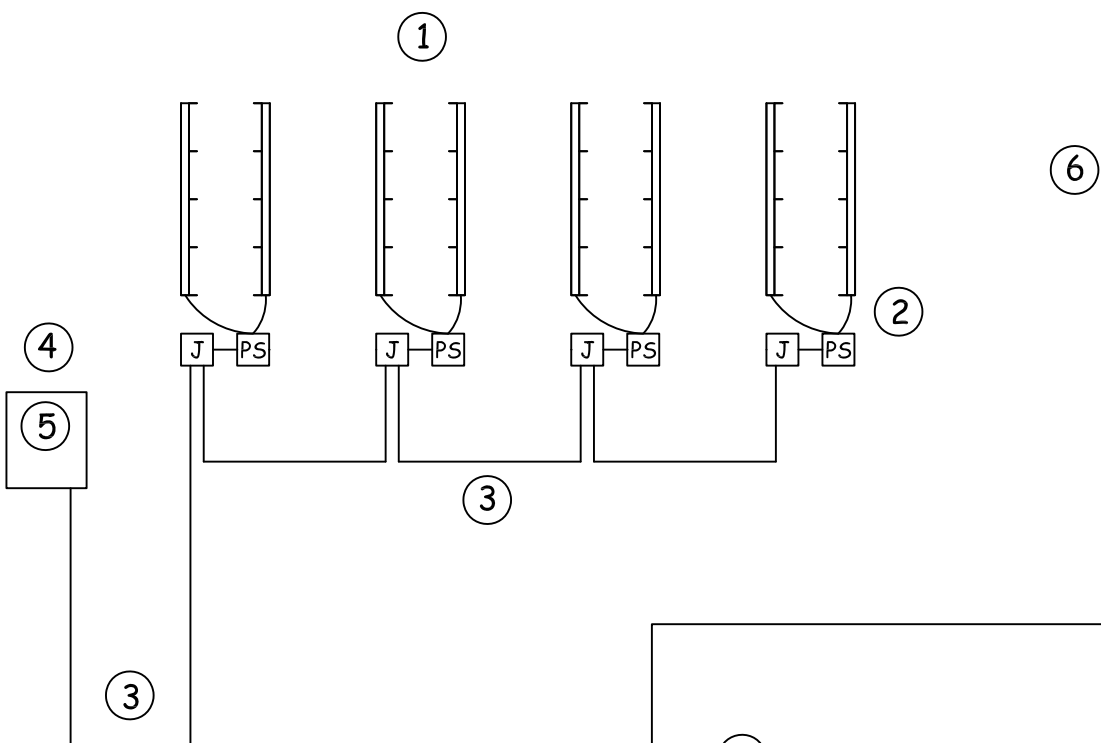
Handrail Lighting Riser



Riser Notes

- ① Handrail Lighting Circuit Recessed into Handrail per Detail on Sheet ??
- ② Handrail Lighting Junction Box and Power Supply - Mount to Handrail Post per Detail
- ③ 3/4" Sch. 80 PVC w/ 3 #12's - Use "T" Condulet at each J. Box per Detail
- ④ Continue Circuit to Existing J. Box on Pile Cap #1
- ⑤ Continue Circuit to Next Fixture (Typical)
- ⑥ South Side is Similar to North Side

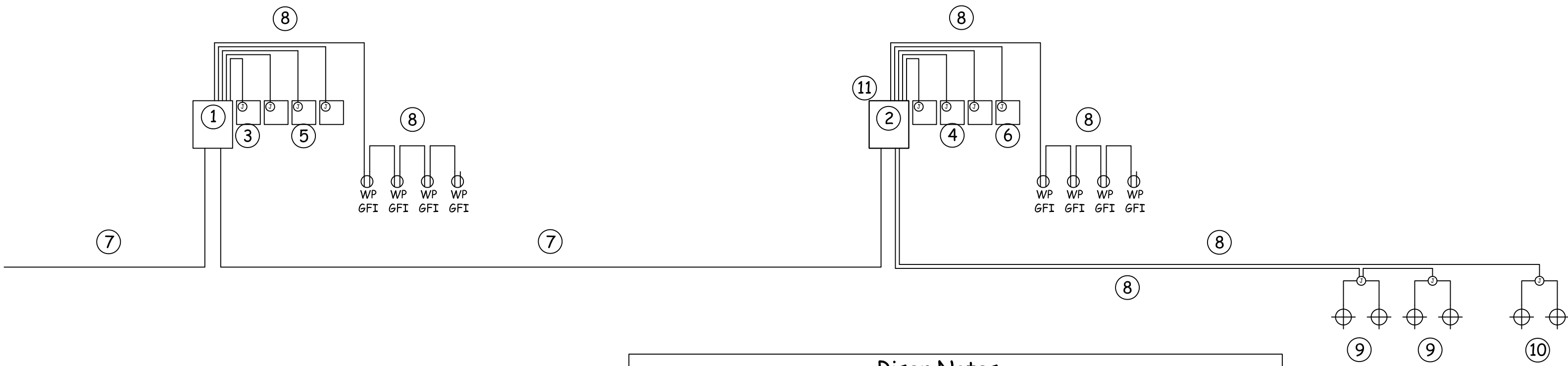
Shade Structure Lighting Riser



Riser Notes

- ① Shade Structure Lighting mounted on top of beam and faced upward to illuminate the roof structure - Typical of 4 Places, see Details
- ② Shade Structure Lighting Junction Box and Power Supply - Typical of 4
- ③ 3/4" Sch. 80 PVC w/ 3 #12's Power Supplies - Conceal conduit where possible
- ④ Shade Structure Panel "P2"
- ⑤ Provide Photocell to control Shade Structure lighting
- ⑥ West Structure is similar to East Structure

Shade Structure Power Riser



Riser Notes

- ① West Shade Structure Panel "P1" - See Schedule
- ② East Shade Structure Panel "P2" - See Schedule
- ③ PA System Amplifier
- ④ CCTV Camera Fiber to Coax Converter
- ⑤ Live Feed Camera Fiber to Coax Converter
- ⑥ Underwater Camera Fiber to Coax Converter
- ⑦ 1 1/2" Sch. 80 PVC w/ 3 #3 & 1 #8 ground - Connect to existing Shade Structure Panel feeder. Replace circuit breaker as necessary.
- ⑧ 3/4" Sch. 80 PVC w/ 3 #12's
- ⑨ LED Flood Lights to light the surface of the water.
- ⑩ Navigation Lights
- ⑪ Photocell to control LED Flood Lights and Navigation Lights

Project:

Deerfield Beach Fishing Pier
Deerfield Beach, FL

Scale:

As Shown

Approved:

Drawn:

Checked:

Date: 01/22/24

Drawing Title:

Riser Diagrams
Power, Lighting

Sheet: 7

Of: 8

Project No. 2403

CONTRACT NO.

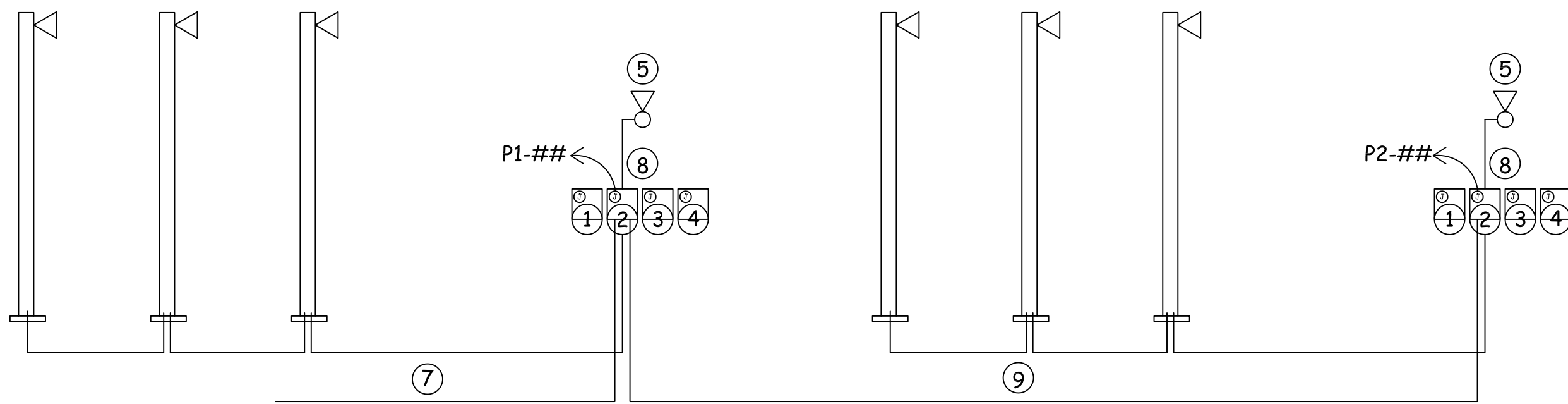
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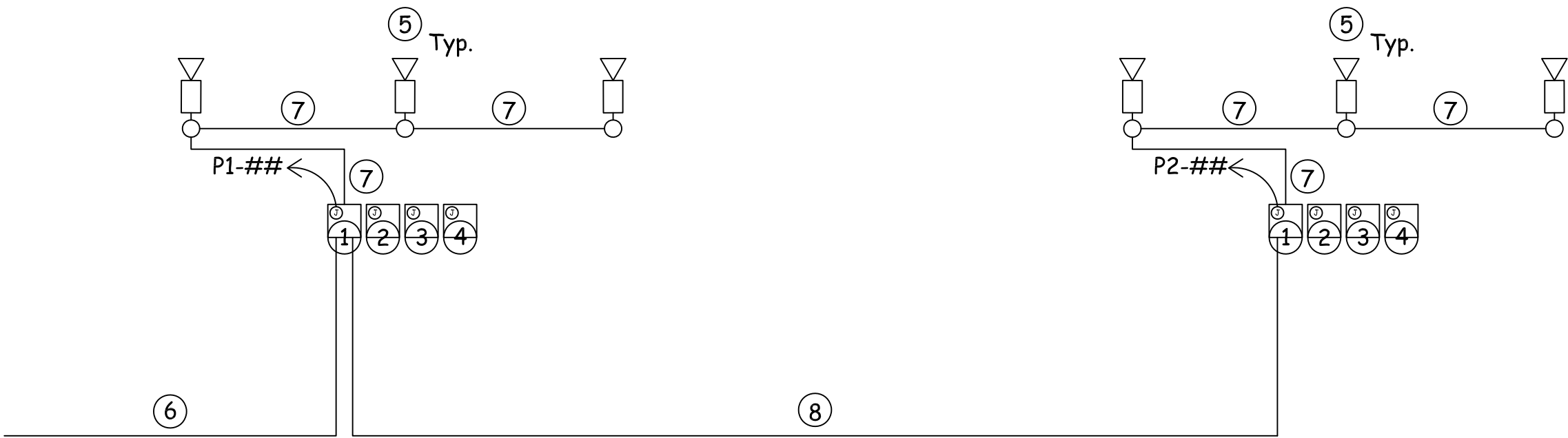
PA System Riser



Riser Notes

- ① 12" x 12" 6" NEMA 4X Terminal Cabinet - CCTV
- ② 12" x 12" 6" NEMA 4X Terminal Cabinet - PA System
- ③ 12" x 12" 6" NEMA 4X Terminal Cabinet - Live Feed Camera
- ④ 12" x 12" 6" NEMA 4X Terminal Cabinet - Underwater Camera
- ⑤ PA Horn - F & I By Others
- ⑥ PA Horn on 10' Aluminum Pole by CCI - F & I By Others
- ⑦ 1" Sch 80 PVC w/ Pullstring to CCTV Head End @ Bait Shop
- ⑧ 3/4" Sch 80 PVC w/ Pullstring
- ⑨ 1" Sch 80 PVC w/ Pullstring

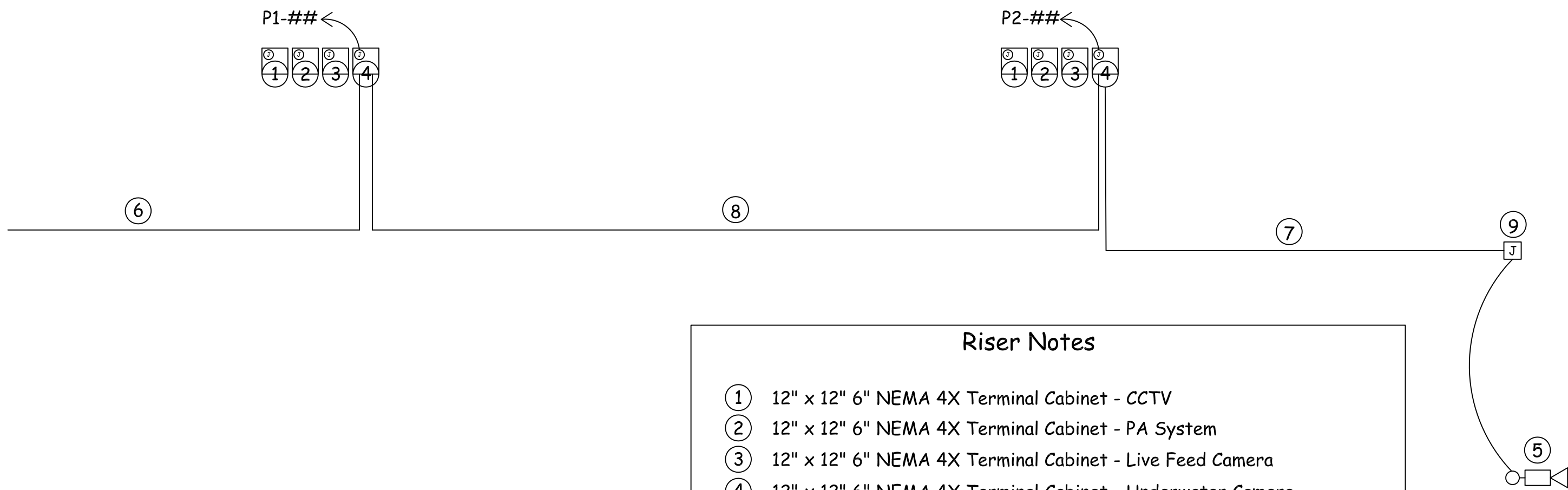
CCTV Camera Riser



Riser Notes

- ① 12" x 12" 6" NEMA 4X Terminal Cabinet - CCTV
- ② 12" x 12" 6" NEMA 4X Terminal Cabinet - PA System
- ③ 12" x 12" 6" NEMA 4X Terminal Cabinet - Live Feed Camera
- ④ 12" x 12" 6" NEMA 4X Terminal Cabinet - Underwater Camera
- ⑤ CCTV Camera
- ⑥ 1" Sch 80 PVC w/ Pullstring to CCTV Head End @ Bait Shop
- ⑦ 3/4" Sch 80 PVC w/ Pullstring
- ⑧ 1" Sch 80 PVC w/ Pullstring

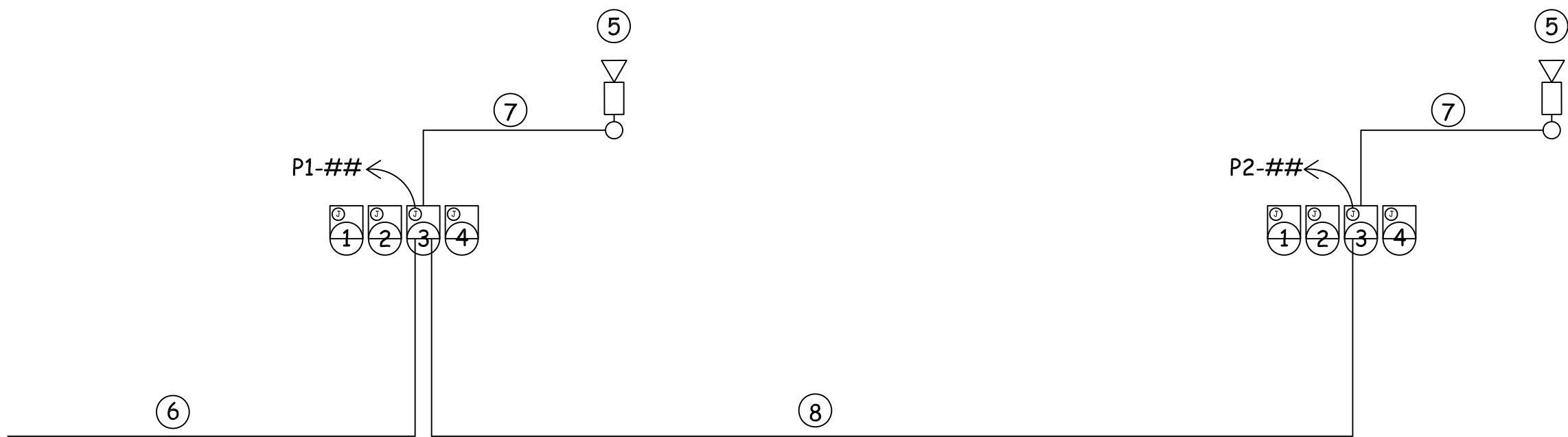
Underwater Camera Riser



Riser Notes

- ① 12" x 12" 6" NEMA 4X Terminal Cabinet - CCTV
- ② 12" x 12" 6" NEMA 4X Terminal Cabinet - PA System
- ③ 12" x 12" 6" NEMA 4X Terminal Cabinet - Live Feed Camera
- ④ 12" x 12" 6" NEMA 4X Terminal Cabinet - Underwater Camera
- ⑤ Underwater Camera - F & I By Others
- ⑥ 1" Sch 80 PVC w/ Pullstring to Underwater Camera Head End @ Bait Shop
- ⑦ 3/4" Sch 80 PVC w/ Pullstring
- ⑧ 1" Sch 80 PVC w/ Pullstring
- ⑨ New J. Box under deck to capture existing camera cable. Coordinate final location with owners camera vendor.

Live Feed Camera Riser



Riser Notes

- ① 12" x 12" 6" NEMA 4X Terminal Cabinet - CCTV
- ② 12" x 12" 6" NEMA 4X Terminal Cabinet - PA System
- ③ 12" x 12" 6" NEMA 4X Terminal Cabinet - Live Feed Camera
- ④ 12" x 12" 6" NEMA 4X Terminal Cabinet - Underwater Camera
- ⑤ Live Feed Camera - F & I By Others
- ⑥ 1" Sch 80 PVC w/ Pullstring to Live Feed Head End @ Bait Shop
- ⑦ 3/4" Sch 80 PVC w/ Pullstring
- ⑧ 1" Sch 80 PVC w/ Pullstring

Sheet: 8

Of: 8

Project No. 2403
CONTRACT NO.

Drawing Title:
Riser Diagrams
CCTV, PA, Live Feed + Underwater

Approved:

Drawn:
Checked:
Date: 01/22/24

CURRENT CONNECTIONS, INC.
1620 Hill Avenue
Mangonia Park, Florida 33407
(561) 863-0010 Fax (561) 863-5380
State License EC-0001253

Project:
Deerfield Beach Fishing Pier
Deerfield Beach, FL

Scale:

As Shown

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS

BCI Questions

EXHIBIT C

City Answers

ITEM	DESCRIPTION	QTY	UOM
250	SHORT HANDRAIL DROP DOWNS (FOR ROD HOLDERS & MOBILE CUTTING BOARDS)	25	EA

- See below Figures #1-#3 and their circles in red. Based on these we assume the intent is to have 5 EA handrail drop downs at the T-Terminal and then they would be placed 1 per every 40 ft span (each side). So, assuming the pier is 800 LF, total of 45 EA drop downs. Please confirm agreement? 1 every 40 ft is excessive, keep same quantity on T-Terminal as shown in Figure #1 and go 1 every 80 ft each side on main pier. Terminate them around mean high water, as they will not be necessary west of this. Total should be 25 EA (including Item 260 below)
- At these locations we are going to assume adding 1 EA 6x6 support post on either side of each drop down and per the same general construction detailed in LYE plans. Please confirm agreement? Yes, and no rod holders should be added as shown in Figure #1. Just standard top rail. Final BCI comment: span 10 ft to eliminate need for intermediate posts.

ITEM	DESCRIPTION	QTY	UOM
260	LONG HANDRAIL DROP DOWNS (FOR ADA OCEAN VIEWING)	0	EA

- Based on Figure 3 and its red arrows, we assume the intent is to have 2 EA handrail drop downs at the T-Terminal and no others are recognized in the renderings. Please confirm agreement? No City does not want these, make these the same as the rest



Figure 1

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS



Figure 2



Figure 3

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS

ITEM	DESCRIPTION	QTY	UOM
300	CUSTOM FISH CLEANING STATION STRUCTURES	6	EA

- See below Figure #4. This seems to depict a two toned (multicolored) oversized sink, that almost appears to be made from stone or plastic. Also shows what appears to be a standard sized faucet. This looks nice but may not be practical for fishermen that are tough on their surroundings (i.e chipping or gouging the table and breaking the faucet). In Figure #5 you will see a product made for another fishing pier we did. This is 100% stainless and heavy duty for the environment and the abuse it will take. Would you be open to using this exact design or something similar? What is proposed in Figure #5 is too far from the rendering. Need to keep closer to Figure #4 so we can place artwork at ends. Agree with a bigger faucet.
- We assume no sewer plumbing and grinder pump will be needed for the fish waste discharge (probably a maintenance nightmare). We propose to have a hole cut in the deck so fish waste can drain vertically through the cleaning table's leg to ocean via a large diameter pipe (arrow in red on Figure 5). Would you agree? Correct, drain straight to ocean, we currently use a 3" PVC pipe in our existing fish stations. Make sure no elbows in pipe.



Figure 4

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS



Figure 5

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS

ITEM	DESCRIPTION	QTY	UOM
310	PARK BENCHES	15	EA

- See below Figure 8. We could probably make a nice bench out of IPE materials or would you prefer some other material? Yes please design out of IPE



Figure 6

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS

ITEM	DESCRIPTION	QTY	UOM
320	FRONT ENTRANCE GATE TO REPLACE EXISTING	1	EA

- The renderings obviously did not consider a gate. Do you have a rendering, detail, or description of what you may want here? For instance, are we replacing the existing in kind, or making an elaborate system with an archway and signage on it? If you could find a close match to what you want from google, that would be very helpful in determining the price. We could provide a base option (replacing existing in kind – Figure #8) and upgraded option in our bid if necessary? [Replace in kind with the existing, shown in Figure #8](#)
- Would there be any automation to the gate (card reader of some sort), or would it just be manual opening and closing and chain locked when pier is closed? [Just latch close, and chain lock.](#)



Figure 7

DEERFIELD BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS



Figure 8

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS

ITEM	DESCRIPTION	QTY	UOM
330	WELCOME SIGN AT PIER ENTRANCE	1	EA

- See Figure #9. Would you like this sign to be illuminated at night? **Yes**
- Please confirm this is off the very west end of the northern handrail (west of the entrance gate) and should be a two-sided mirror image. **Correct, two-sided mirror image. Allow for adequate support**



Figure 9

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS

ITEM	DESCRIPTION	QTY	UOM
340	SIGNAGE, WAYFINDING, ETC.	1	LS

- We could not find anything in the renderings that is specific to this. Can you elaborate on where signage / wayfinding would be, or any general details of what to include? Just general signs on the pier like what exists. Carry a reasonable allowance and we can charge against it for what we need. The current pier sign east of the gate made out of IPE is to be replaced under the base contract work.

ITEM	DESCRIPTION	QTY	UOM
350	PUBLIC SPCE ART	1	LS

- See Figures #10 & 11. The fish cleaning stations were the only places where we could find art in the renderings. Should we assume this is the amount of the art that is desired? Note that if we use a stainless fish cleaning table similar to what we proposed above, we would have to frame the bases differently to be able to add this type of art. This could look weird with that design, so maybe the art moves to the trash receptacles and benches? Carry a reasonable allowance and we can charge against it for what we need. Nothing else recognized at this time.
- Should we assume, there will be art on both ends of every fish cleaning station (or trash receptacle / bench)? Yes



Figure 10

DEERFILED BEACH PIER IMPROVEMENTS – ADDITIONAL WORKS CLARIFICATIONS

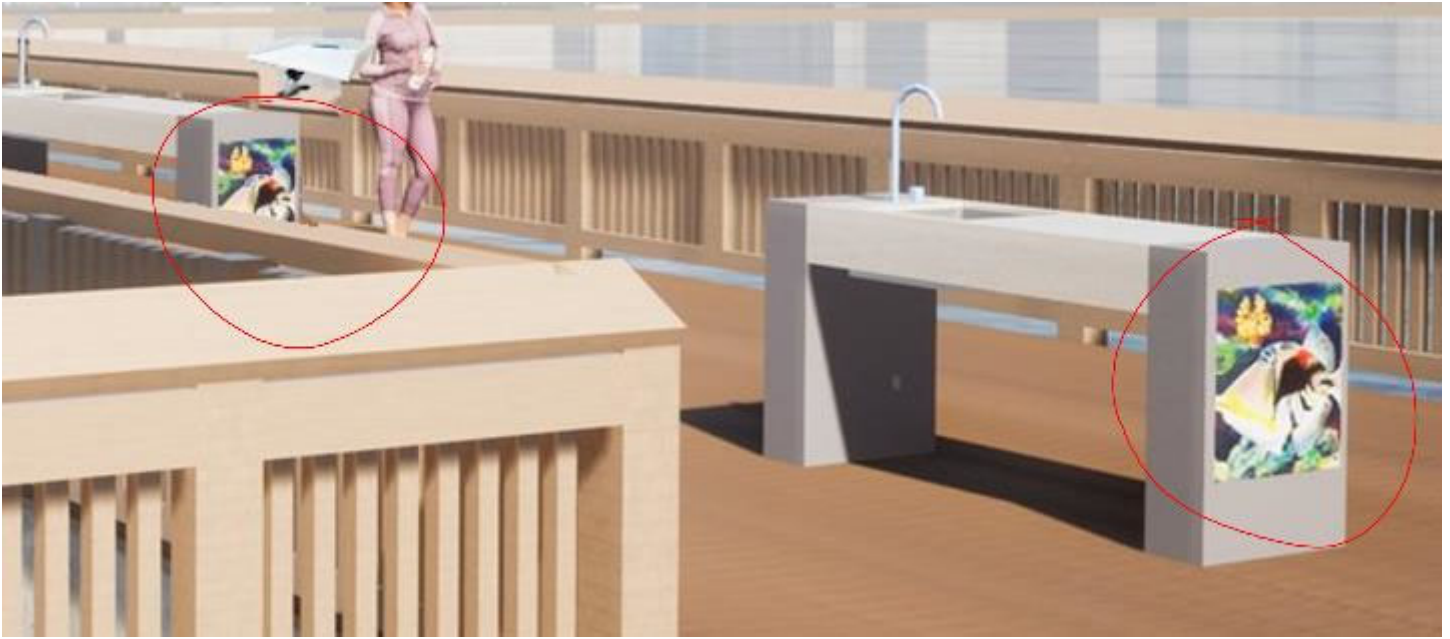


Figure 11

OTHER GENERAL QUESTIONS

- Trash Receptacles were not specified in the scope of work email from you, but are shown in the renderings. Would you like these and do you have an estimate on how many? If you have a sample of one to use, please share. This is another item that could be built or (or have nice shell made) out of IPE. City just purchased new cans. We will reuse existing.

EXHIBIT D

DETAILED SCHEDULE OF VALUES

Biditem	Description	Bid Quantity	Unit	Bid Price	Bid Total
1010	ADDITIONAL MOB/DEMOB & EQUIPMENT FREIGHT & SETUP	1.00	LS	29,980.00	29,980.00
1020	OFFSITE MATERIAL PREP & HANDLING TO/FROM PIER	1.00	LS	46,611.00	47,292.00
1030	DECK PROTECTION COSTS	1.00	LS	24,967.00	24,967.00
1040	FALL PROTECTION COSTS	1.00	LS	17,591.00	17,591.00
8050	MAINTENANCE OF TRAFFIC	1.00	LS	10,619.00	10,619.00
2010	IPE WOOD RAIL DROP DOWNS	25.00	EA	840.00	21,000.00
2020	DEMOLITION AND DISPOSAL OF EXISTING EAST PAVILION	1.00	EA	33,238.00	33,238.00
3000	NEW IPE PAVILION STRUCTURES	2.00	EA	294,810.00	589,620.00
4000	CUSTOM FISH CLEANING STATION STRUCTURES	6.00	EA	10,904.00	65,424.00
4010	CUSTOM IPE PARK BENCHES	15.00	EA	4,946.00	74,190.00
4020	FRONT ENTRANCE GATE TO REPLACE EXISTING	1.00	EA	33,315.00	33,315.00
4030	ILLUMINATED WELCOME SIGN AT PIER ENTRANCE	1.00	EA	26,066.00	26,066.00
5000	SIGNAGE, WAYFINDING, ETC. (ALLOWANCE ONLY)	1.00	LS	20,000.00	20,000.00
5010	PUBLIC SPACE ART (ALLOWANCE ONLY)	1.00	LS	20,000.00	20,000.00
6000	ELECTRICAL AND LIGHTING UPGRADES FROM BASE BID	1.00	LS	124,502.00	124,502.00
6500	PLUMBING UPGRADES FROM BASE BID	1.00	LS	8,167.00	8,167.00
8000	PERMIT FEES (ALLOWANCE ONLY)	1.00	LS	50,000.00	50,000.00
8010	PROFESSIONAL ENGINEERING, OVERSIGHT, AND ENVIRONMENTAL PERMITTING	1.00	LS	127,616.00	127,616.00
8020	PROJECT MANAGEMENT, SUPERVISION, TRUCKS & TRAVEL EXPENSES	1.00	LS	132,535.00	132,535.00
8030	TEMPORARY FACILITIES & GENERAL SITE SAFETY	1.00	LS	17,016.00	17,016.00
8040	GL INSURANCES & BONDS	1.00	LS	44,362.00	44,362.00
					1,517,500.00