



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Todd Drosky

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

**Tuesday
March 19, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: February 20, 2024 , March 5, 2024

Lunchtime Workshop Meeting Minutes

Attachment: February 23, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Firefighters Pension Fund Meeting Minutes

Attachment: September 11, 2023 (AMENDED), November 6, 2023

Planning & Zoning Board Meeting Minutes

Attachment: January 4, 2024

Code Compliance Meeting Minutes

Attachment: January 8, 2024

Cultural Committee Meeting Minutes

Attachment: January 22, 2024

Hillsboro Inlet District Meeting Minutes

Attachment: February 12, 2024

Community Appearance Board Meeting Minutes

Attachment: February 14, 2024

INSTALLATION CEREMONY

1. Induction of 2024 Vice Mayor - Commissioner Todd Drosky

Sponsor: Office of the City Clerk

APPROVAL OF THE AGENDA

March 19, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83790078821?pwd=bFZOUy9SdjBNa0hZeJNKY2ZoOHU5QT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 837 9007 8821#

Participant ID: #

Passcode: 837735#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Certificate of Recognition presented to Alice Chattman.**

Sponsor: Commissioner Bernie Parness

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

Sponsor: BSO - Law Enforcement

- 3. Presentation regarding repurposing the current fountain at Fire Station 102 to a fallen firefighter memorial.**

Sponsor: BSO - Fire Rescue

PUBLIC HEARINGS – FIRST READING

- 4. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING A PORTION OF A TWENTY-FOOT UTILITY EASEMENT AND A THIRTY-FOOT WIDE ROAD RIGHT-OF-WAY LOCATED IN THE VICINTY OF 409, 412-418, 424, 430, 446, 450 AND 458 NORTH RIVER DRIVE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for April 2, 2024

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

Sponsor: Department of Planning & Development Services

Attachment: Vista Clara Easements

PUBLIC HEARINGS – SECOND READING

5. **P.H. 2024-052: 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

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

Sponsor: Department of Financial Services

Attachment: Issuance of Debt Obligations

6. **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 \$14,500,000 to provide financing for certain municipal capital improvements and related costs; authorizing the issuance of a Special Obligation Non-Ad Valorem Revenue Bond, Series 2024, to evidence such loan; making findings and determinations as to the loan and the Series 2024 Bond; accepting the lender's proposal to provide the loan and purchase the**

Series 2024 Bond; providing that the City's obligations under the loan and the Series 2024 Bond shall be secured and payable from pledged funds consisting primarily of the legally available non-ad valorem revenues of the City; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Series 2024 Bond; authorizing other required actions in connection therewith; providing that inconsistent resolutions shall be inapplicable; and providing an effective date. (Departmental Business)

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: Loan Agreement and Series 2024 Bond

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 7. Resolution 2024/- A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Robert Weech as the Fifth Member to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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: Office of the City Clerk

Attachment: Fifth Member Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

8. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving three amendments to the Landscape Inclusive Maintenance Memorandums of Agreement with the Florida Department of Transportation to include additional median landscape improvements located on Federal Highway/US 1 at two locations and one location along Hillsboro Boulevard; authorizing execution of the Amendments; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: FDOT Memorandums

9. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Peterbilt Store South Florida, LLC, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0, for the purchase of five compressed natural gas solid waste collection trucks in the amount of \$1,786,536.00; providing for execution and an effective date. (*Funds from Account #453-4558-534-32-99 - Other Contractual Services, Account #452-4551-534-60-41 - Solid Waste Capital Fund/Automotive Equipment & Account #450-0000-369-98-00 - Solid Waste Fund Litigation Proceeds*)**

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: Peterbilt Store South Florida, LLC

ADDENDUM

10. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving the submission of a grant application to the Florida Inland Navigation District (FIND) for the marine science welcome center component of the Sawgrass to Seagrass Center at Sullivan Park Project; 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: Community Redevelopment Agency & Department of Economic Development

Attachment: Sullivan Park Project

DEPARTMENTAL BUSINESS

- 11. 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. (Deferred from March 5, 2024)**

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/Renaming Policy

- 12. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I "IN GENERAL" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO AMEND SEC. 2-1 "CITY SEAL AND CITY LOGO" TO UPDATE THE AUTHORIZED USES AND PROHIBITED USES RELATING TO THE CITY'S LOGO; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for April 2, 2024

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

Sponsor: Department of Public Affairs & Marketing

Attachment: City Logo and City Seal

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

13. Consideration to approve voting delegates to the 2024-2025 Board of Directors for Broward League of Cities.

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: 24-25 BLC Voting Delegates

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, April 2, 2024

Lunchtime Workshop - Friday, April 5, 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.



Meeting Minutes City Commission

Tuesday, February 20, 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 23, 2024
Lunchtime Workshop Meeting Minutes - January 26, 2024

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes - September 6 & December 6, 2023
Code Compliance Meeting Minutes - November 29, 2023
African American Heritage Board Meeting Minutes - January 11, 2024
Hillsboro Inlet District Meeting Minutes - January 22, 2024

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, 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 20, 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

AWARDS & RECOGNITION

1. Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Report for the Fiscal Year Ended September 30, 2022.

Stephanie Tinsley, Chief Financial Officer (CFO), presented a Certificate of Recognition to staff for receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Report.

2. Government Finance Officers Association's Distinguished Budget Presentation Award for FY2024 Annual Budget Document.

Stephanie Tinsley, Chief Financial Officer, presented a Certificate of Recognition to staff for receiving the GFOA Finance Officers Association's Distinguished Budget Presentation Award.

Thereafter, the City Commission thanked Ms. Tinsley for her efforts during her tenure as the Chief of Financial Services and wished her well in her future endeavors.

David Santucci, City Manager, thanked Ms. Tinsley for all her efforts and wished her well. Thereafter, he advised that she is currently working with the Interim CFO; nevertheless, the recruitment process for the permanent CFO is underway. Lastly, he stated that Sharon Haynes, Assistant Financial Services Director, has returned to assist the department.

PUBLIC HEARINGS - SECOND READING

3. P.H. 2024-045: ORDINANCE 2024/003 - 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.

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2024-046: Application 21-P-232

Applicant: G&C Hillsboro Investors, LLC. represented by Greenspoon Marder, LLP/Dennis Mele, Esq.

Proposal: Seeking Plat application approval to plat a 4.244-acre site to be restricted to 360 mid-rise units to be known as "GC Hillsboro Residential".

Location: The property is generally described as a portion of Tract A, "Hillsboro-95 Office Park," according to the Plat thereof, as recorded in Plat Book 105, Page 30, of the Public Records of Broward County, Florida, together with Tract 1, "Crocker South," according to the Plat thereof, as recorded in Plat Book 122, Page 8, of the Public Records of Broward County, Florida, together with a portion of the South ½ of Government Lots 2 and 3, in the Southeast ¼ of the Northwest ¼ of Section 1, Township 48 South, Range 42 East, more particularly described in the file, and located at **600 & 700 W. Hillsboro Boulevard**.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED**5. P.H. 2024-047: Application 21-PDD-03**

Applicant: **G&C Hillsboro Investors, LLC. represented by Greenspoon Marder, LLP/Dennis Mele, Esq.**

Proposal: Seeking Major Site Plan approval to demolish an existing two-story 41,700 square foot office building, to partially demolish and renovate another office building, and construct a new 360-unit, multi-family apartment complex and parking garage with associated site improvements.

Location: The property is generally described as a portion of Tract A, "Hillsboro-95 Office Park," according to the Plat thereof, as recorded in Plat Book 105, Page 30, of the Public Records of Broward County, Florida, together with Tract 1, "Crocker South," according to the Plat thereof, as recorded in Plat Book 122, Page 8, of the Public Records of Broward County, Florida, together with a portion of the South ½ of Government Lots 2 and 3, in the Southeast ¼ of the Northwest ¼ of Section 1, Township 48 South, Range 42 East, more particularly described in the file, and located at **600 & 700 W. Hillsboro Boulevard.**

6. Resolution 2024/024 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the Developer of the development located at 600 & 700 West Hillsboro Blvd. and consisting of approximately 16.5 gross acres; authorizing execution of the Development Agreement; providing for an effective date.

Items 3 - 6 were discussed simultaneously but voted on separately. Thereafter, each item was read into the record 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 waived the quasi-judicial process. Thereafter, he highlighted a brief PowerPoint presented. He explained that the current turn lane on northbound Natura Boulevard to westbound Hillsboro Boulevard is 75 feet long and holds three cars. The applicant originally proposed to extend the lane to 200 feet, which would hold eight cars; however, at the last meeting, it was requested to make the lane even longer, so the applicant is proposing to extend the lane to 350 feet, holding 14 cars, which is the most it can be extended due to the curve on Natura Boulevard. Mr. Mele stated that although the request requires Broward County approval, the applicant is doing their very best to ensure that the community's issues are being addressed. Thereafter, he displayed the proposed plat and provided a brief overview of the Development Agreement, which outlines the community enhancements.

Commissioner Preston said the 350 feet lane extension should significantly address the concerns; thereafter, he thanked Mr. Mele for his efforts.

Mayor Ganz opened the public hearing.

Kathleen Williams, 419 SW Natura Avenue, Deerfield, asked if the traffic lights will be adjusted to allow for adequate queuing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the proposed project, as the buildings need to be upgraded. Further, he said the residential portion will be affordable, which the City needs. Thereafter, he commented on other properties that were developed by the applicant.

Tom Caputi, 405 SW Natura Avenue, Deerfield Beach, thanked everyone for their efforts with addressing the neighboring community's concerns. Further, he said additional speed limit signage is needed on Natura Boulevard, as well as no parking signs on the soft shoulder as they are no longer legible. Thereafter, Mr. Caputi commented on the height of the residential building, and suggested that it be within the 75 feet height limit. Lastly, he asked if a sound buffer, i.e. fence, could be installed along Natura Boulevard.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, spoke in support of the project but expressed frustration with residents being put aside for development. Further, she said various suggestions have been made, i.e. addition of buffers, traffic calming device, extension of a right lane, etc., and asked if these suggestions have been reviewed by the City Engineer. Although she appreciates the extension of the turn lane, there will continue to be issues with people not wanting to wait. Thereafter, she expressed concerns with pedestrian safety.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition to the 20-foot setback, increasing the height of the building and relying on developer paid traffic studies. Further, he recommended that the City hire a professional negotiator when dealing with developers. Thereafter, he expressed concerns with pedestrian safety, and suggested that a cross-walk or traffic calming device be installed.

Charles Ryan, 512 Natura Avenue, Deerfield Beach, said although there have been traffic adjustments, the lanes could be re-evaluated to be ran at one-time. Thereafter, he provided various scenarios of the current light timing. Lastly, he stated that another traffic study be conducted, as the previous one was done during COVID.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, expressed concerns with the traffic, as there will be development happening at the same time on SW 10th Street and Hillsboro Boulevard. Although she agreed that development is needed, single-family homes would be more beneficial to the community, not condos or apartments. Thereafter, she expressed concerns with the business vacancies and asked if they will be occupied once the buildings are re-developed. Lastly, she continued to express concerns with the residential component.

Sreedhar Atluri, 700 W. Hillsboro Blvd., Deerfield Beach, said he operates a dentist office in one of the office buildings that will be demolished, and asked that they be provided ample time to relocate their business.

Cristina DiChristopher, 517 NE 6th Avenue, Deerfield Beach, stated that residents are not against development or redevelopment, they just want to ensure that it's sustainable development. Thereafter, she commented on the importance of adhering to the City's Codes and Comprehensive Plan and if they are outdated, she suggested that they be updated.

Mayor Ganz closed the public hearing.

Mr. Mele answered questions/comments/concerns posed by the public. Mr. Mele said the traffic light timing will be adjusted based on the new turn lanes. The building is 79 feet tall, which is the same height of the 600 building. Furthermore, the traffic light will operate more effectively with one left turn lane, than with two. Mr. Mele explained that a traffic circle is only installed when both roads carry the same amount of traffic, which Natura Avenue and Natura Boulevard do not. The residential building abuts Hillsboro Boulevard, so individuals can walk directly to the sidewalk on Hillsboro Boulevard, and cross Natura at the light. There are no variances being requested. Mr. Mele said the traffic study is prepared by the applicant's traffic consultant, and then submitted to the City's traffic consultant. Thereafter, he provided a brief overview of the process for submitting rezoning, site plan, and plat applications. The current businesses have been advised of the proposed redevelopment; nonetheless, all businesses will be provided ample time of the demolition.

Commissioner Preston said this commission listened to the previous concerns posed by the residents, and asked the applicant to take them into consideration, which they have; nonetheless, there is only so much the applicant and commission can do, as the County and State have the ultimate authority on many things. Although he agreed with single-family homes instead of condos and apartments, this commission cannot tell developers what they can and cannot build.

Vice Mayor Parness stated that the traffic is controlled by the County; therefore, he suggested that residents contact their county commissioner to voice their frustration. Thereafter, he commented on his efforts in trying to get a light on Green Road. Further, he said the applicant has tried to accommodate the community as best as possible; nonetheless, growth is necessary, as it will keep the City moving.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Commissioner Drosky commended everyone for coming out and expressing their concerns. He reminded everyone that the Commissioners are also residents and want the best for Deerfield Beach. Furthermore, there will be times requests cannot be granted, but times when requests are granted, i.e. further extending the lane, which was done. Commissioner Drosky said he's had many discussions with the Natura residents and a roundabout was requested; however, Mr. Mele is correct as the northbound/southbound traffic has to be approximately the same as the eastbound/westbound traffic, which it is not, so the County will not approve that request. Thereafter, he outlined other requests made that did not get county approval, and briefly commented on the community enhancements that will result from this project. Commissioner Drosky agreed with the installation of the additional speed limit and no parking signage; therefore, he asked staff to reach out to the County. If you are traveling northbound on Natura Boulevard and come to Hillsboro Boulevard, there is a left turn arrow in the middle lane, which he brought to Mr. Mele's attention, as correcting it may fix some of the confusion. He said this area needs a facelift and the applicant has accommodated the requests as best he can; therefore, he spoke in support of the project.

In response to Commissioner Drosky's comment, Mr. Mele stated that communication has been extended to the hotel, and will continue throughout the duration of the project.

Vice Mayor Parness temporarily left the meeting at 8:21 p.m. and returned at 8:22 p.m.

Commissioner Drosky thanked everyone for coming out, as the project is better because of their input.

Commissioner Hudak thanked everyone for their input. Further, he stated that the property owner has the right to develop their property anyway they see fit; nevertheless, this commission ensures all processes and procedures are followed and that the project has a very minimal impact to the community. Commissioner Hudak said development is extremely important, whereby, there are many businesses that are vacant because the residents are not there to support them, which is challenging. Thereafter, he commented on development in other cities and stated that housing is a challenge, as costs have skyrocketed. Lastly, he thanked the community for coming out and encouraged them to stay engaged.

Mayor Ganz said developers should not solely dictate how the City develops; whereby, the City comes up with a visioning plan, which sets guidelines that are based on resident feedback. Further, he said there are processes and procedures that are put into place that developers must follow and adhere to. Thereafter, he commented on the traffic study, which is a lengthy process. Unfortunately, many of the suggestions that were made cannot be applied, and although it's frustrating it does not mean this commission is not listening. Mayor Ganz agreed with keeping Deerfield Beach a sleepy village type town, but smart development must be made.

In response to Mayor Ganz's question, Mr. Mele replied that the decisions that were made have nothing to do with how much they cost.

Mayor Ganz stated that people cannot afford single-family homes, so there is definitely a need for rentals.

In response to Mayor Ganz's questions, Mr. Mele replied that operational changes can be made; whereby, capital changes can also be made depending on what they are. Further, he said the timing of the lights can be recalibrated once the facilities meet capacity.

Commissioner Preston asked that everyone have faith in their government. Further, he spoke in support of a sound wall and asked the applicant to work with the community.

Mr. Mele said they will work with the community.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 3, adopted Ordinance 2024/003. Roll Call:

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

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 4, adopted Resolution 2024/022. Roll Call:

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

Nays: 0

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 5 as amended, adopted Resolution 2024/023. Roll Call:

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

Nays: 0

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 6, adopted Resolution 2024/024. Roll Call:

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

Nays: 0

PUBLIC COMMENT

There was a brief recess at 8:42 p.m. and the meeting reconvened at 8:44 p.m.

Sophia Gayle, 643 NW 3rd Way, Deerfield Beach, commented on the recent fiber optic construction that was performed in her neighborhood, which was city approved, that caused damage to her property.

Roger Freitag, 318 SE 2nd Street, Deerfield Beach, asked if the bollard posts, along Hillsboro Boulevard were installed by the County or City. Further, he said there are crosswalks installed along the S-Curve, and asked why they cannot be installed in other turn areas of the City. Lastly, he said businesses are closed along the S-Curve because they cannot afford the rent.

Al Bova, 718 S. Federal Highway, Deerfield Beach, said his project was approved by the Commission on December 12, 2023. During the development process, community meetings were held, whereby, neighbors spoke in opposition to the open carport design, which was a directive from the Department of Planning & Development Services due to the floor area ratio; however, he does not agree with their interpretation of the floor area ratio and asked that the same floor area ratio used on surrounding properties be allowed for on his project.

Carolyn Benefield, 533 NW 3rd Way, Deerfield Beach, said fiber optic construction was recently done in her neighborhood and she was not notified that her yard would be torn up. Thereafter, she expressed frustration with not being notified and asked that her yard be restored.

Jackie Diaz, 278 SW 3rd Street, Deerfield Beach, said people are illegally dumping on her property, so she installed a fence. Thereafter, she received two violations, one for the garbage, and another for installing a fence without a permit; therefore, she asked for the Commission's help.

Jake England, 278 SW 3rd Street, Deerfield Beach, commented on the garbage in the swale area, which has become a nuisance. Thereafter, he said the fence was installed to curb the illegally dumping, so a violation is unnecessary.

Vice Mayor Parness left the meeting temporarily at 9:00 p.m. and returned at 9:01 p.m.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, said there is a light pole that needs to be fixed on NE 1st Street, and there are street lights out on NE 2nd Street that must be fixed. Further, she agreed with development as the City must continue to grow.

PUBLIC COMMENT - CONTINUED

Willie Rosetta Graham Bracy, 501 NW 1st Terrace, Deerfield Beach, asked for the status of the Palms Apartments.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the purchase of the beach parcel.

Katy Freitag, 318 SE 2nd Street, Deerfield Beach, said Charm City is not leaving Deerfield Beach, they are subdividing. Further, she said development is not the only factor that makes cities great, whereby, school grades, upgrading main thoroughfares, adding greenery, etc. also have an impact. Lastly, she said more needs to be done within our city, i.e. upgrading the parks, to make the City better without developing each piece of land.

Mayor Ganz responded to comments/questions/concerns posed by the public. Further, he said the fiber optic installation affected District 4 a few years ago, whereby, the residents were never notified, and properties were damaged.

In response to Mayor Ganz's questions, David Santucci, City Manager, replied that AT&T does have an engineering permit with the City; nevertheless, staff will check on the permit and make sure that they are informing the community and restoring properties accordingly. Further, he said the cross walks along the S-Curve are not on the actual curve, the road is two lanes, and the speed limit is different than that of Natura.

Continuing, Mayor Ganz said due to the severity of dumping on Ms. Diaz's property, BSO should be monitoring on a regular basis. Unfortunately, the City cannot exclude Ms. Diaz from installing a fence without a permit. Further, he asked staff to look into the pole and the streets lights.

Mr. Santucci said the Palms are looking to expand, but he unsure of the exact details.

Commissioner Preston suggested that staff routinely check contractors work to ensure it is being done properly.

Mr. Santucci reiterated that staff will check on the engineering permit, as well as the issues that were brought forward this evening.

In response to Commissioner Preston's question, Mr. Santucci replied that the case going before the Special Magistrate is a five-month-old permit issue related to Ms. Diaz's fence, not the illegal dumping.

Commissioner Preston asked that staff look into how this dumping issue can be alleviated, i.e. planting of shrubbery. Thereafter, he expressed frustration with a resident having to deal with these types of issues.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 7, 9 & 10; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Items 7, 9 & 10.
Roll Call:

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

Nays: 0

- 7. Resolution 2024/025 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement with Broward County for Uniform Collection of Non-Ad Valorem Assessments; authorizing execution of the Interlocal Agreement; providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

8. **Resolution 2024/026 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing City Manager David Santucci, Interim Chief Financial Officer Marcia Fennell, Deputy City Manager Horace McHugh and Assistant Director of Financial Services Sharon Haynes to execute checks on behalf of the City; providing for implementation and an effective date.**

The Resolution was read by title only.

In response to Commissioner Preston's comment, David Santucci, City Manager, stated that this is a standard item, whereby, each check requires two signatories. Additionally, the item updates the recent staffing changes.

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

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 8. Roll Call:

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

Nays: 0

9. **Resolution 2024/027 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with MBR Construction, Inc. for construction services for the Constitution Park Restroom Project utilizing the terms of Broward County's Contract No. PNC2125403B1 in an amount not to exceed \$95,366.00; providing for execution and an effective date. (Funds from Account #399-7020-539-65-30 - CIP - Infrastructure)**
10. **Resolution 2024/028 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Walters Zackria Associates, PLLC to provide professional architectural/engineering design services related to the Constitution Park Restroom Project in an amount not to exceed \$34,900.00; providing for execution and an effective date. (Funds from Account #399-7020-539-65-30 - CIP - Infrastructure)**

DEPARTMENTAL BUSINESS

11. **Resolution 2024/029 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the Florida Department of Environmental Protection, as the lead agency for the Outdoor Recreation Legacy Partnership Grant Program administered by the National Parks Service, for a grant in the amount of \$2,550,000.00 to fund improvements to Mayo Howard Park; authorizing the expenditure of 50% matching funds and execution of a grant agreement, if the grant is awarded to the City; providing for implementation and an effective date.**

The Resolution was read by title only.

Greg Warner, Director of Parks & Recreation, highlighted a brief PowerPoint presentation. He outlined the existing elements at Mayo Howard Park. Prior to design, public input will be sought; nevertheless, elements to be considered include replacements of playground, picnic shelter and restroom, shaded fitness zone, skatepark, six-foot-wide concrete multi-purpose pathway, basketball court, expanded parking lot, security cameras and lighting, and Wi-Fi. Further, the Outdoor Recreation Legacy Partnership Program Grant is a federal grant that is administered through the State Department of Environmental Protection and National Parks Service. The grant funds projects that will provide outdoor recreational opportunities to the public; project must be located in a city with a population of more than 30,000; project must be located within a census tract that is determined to be disadvantaged per the climate and environmental justice screening tool; and the application has a two-step process.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Mr. Warner said the project is estimated at \$5.1 million, whereby, the grant will provide \$2.55 million, and city staff will seek a local match through a private partnership with the SW 11th Way developer. The application is due on February 29, 2024; on November 1, 2024 the selected projects will be announced; and the notice of award will be November 2025. Lastly, he said in preparation of submitting the full application, staff will seek public input during March – September 2025; grant agreement execution is anticipated for February 2026; and per the grant agreement the project must be completed in two years.

Mayor Ganz opened the public hearing.

Katy Freitag, 318 SE 2nd Street, Deerfield Beach, suggested the addition of a pickle ball court. Further, she asked what happens if the City does not receive the grant money.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, said if the City cannot obtain the grant, staff will look into what can be competed through the private partnership. Further, the other enhancements can be completed later down the road.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 11, adopted Resolution 2024/029. 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 - NONE

CITY COMMISSION BUSINESS

12. Resolution 2024/030 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, renaming the Central City Campus located at 401 SW 4th Street to the Bernard Adams Municipal Complex; providing for implementation and an effective date.

The Resolution was read by title.

David Santucci, City Manager, stated that he met with the family and they agreed with the recommendation.

Commissioner Preston spoke in support of the renaming, as Mr. Adams has truly made a difference and is more than deserving of this honor due to the contributions he's made to the City.

Mayor Ganz opened the public hearing.

The below individuals spoke in support of the renaming:

Nathanial Knowles, 2605 SW 14th Drive, Deerfield Beach.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach.

Mayor Ganz closed the public hearing. Thereafter, he stated that previously he was in favor of doing renaming's once individuals passed, but he has since changed his position. He said prior to him becoming an Elected Official, he had the opportunity to see Mr. Adams display a bravery that was admirable. Lastly, he thanked Mr. Adams for everything he has done for the community and stated that it's an honor to provide him with this honor.

CITY COMMISSION BUSINESS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 12, adopted Resolution 2024/030. Voice Vote:

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

Bernard Adams, 180 SW 5th Court, Deerfield Beach, said he is extremely honored to have the complex renamed in his honor. Thereafter, he briefly spoke about his time as a city employee, which was a joy. Lastly, he thanked everyone for their support.

13. Resolution 2024/031 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, changing the name and designation of a certain right-of-way on NE 20th Terrace (from Ocean Way/NE 21st Avenue to NE 2nd Street) to a dual designation in honor of Broward Sheriff's Office Deputy John Chikerotis in recognition of his contribution to the community; providing for implementation and an effective date.

The Resolution was read by title.

Commissioner Preston spoke in support of the street renaming, as Deputy John Chikerotis was an extremely special person who steered kids in the right direction and made a difference in the City. Thereafter, he said provided a brief overview of his interactions with Deputy John Chikerotis. Lastly, he thanked Howard Noland for bringing this to the Commission's attention.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed. Thereafter, he provided a brief overview of his interactions with Deputy John Chikerotis, whereby, he was the best beat cop Deerfield Beach has ever had. Mayor Ganz continued to speak in support of the item and said he is extremely happy that we are able to honor Deputy Chikerotis.

Mayor Ganz passed the gavel.

MOTION was made by Mayor Ganz, seconded by Commissioner Preston, to approve Item 13, adopted Resolution 2024/031. Voice Vote:

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

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER DROSKY****DISTRICT 4**

Pioneer Days - Commissioner Drosky said although Sunday was a washout, staff did a great job with the Saturday festivities. Further, he suggested promoting the 2025 event this fall.

VICE MAYOR PARNES**(DISTRICT 3)**

Thank You - Vice Mayor Parness thanked those from District 3 for attending.

District 3 Activities - Vice Mayor Parness requested that more activities be brought forward in District 3, which he will discuss with the City Manager.

COMMISSIONER PRESTON**DISTRICT 2**

City Events - Commissioner Preston commended staff for a job well done on the Black Heritage Banquet, as he is still receiving compliments. Further, he commended staff for a job well done on Pioneer Days, as the event was great and very enjoyable.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**COMMISSIONER HUDAK****(DISTRICT 1)**

Pioneer Days - Commissioner Hudak commended staff for a job well done. Thereafter, he agreed that next year's event must be promoted as soon as possible.

MAYOR GANZ

Ocean Way/Pioneer Days - Mayor Ganz suggested that there be more of a buffer between the vendors and stage, so the public can see the beach as well.

BSO Presence - Mayor Ganz suggested that BSO perform another joint task force with the City of Coconut Creek on Hillsboro Boulevard and 10th Street.

Beach Screening - Mayor Ganz asked that staff re-evaluate the beach screenings along the beach, as the current appearance does not look good.

Fatality - Mayor Ganz commented on the incident that occurred on Lauderdale-by-the Sea, whereby, a nine-year old girl was tunneling through the sand and it caved in. Further, he suggested adding signage to our beach.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to adjourn the meeting at 10:01 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, March 5, 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 CITY COMMISSION MINUTES

City Commission Workshop Meeting Minutes - January 25, 2024
Regular City Commission Meeting Minutes - February 6, 2024
Special City Commission Meeting Minutes - February 13, 2024

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - December 14, 2023 & January 24, 2024
Community Redevelopment Agency Meeting Minutes - January 10, 2024

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

March 5, 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

PUBLIC COMMENT

Paula Cook, 62 Centennial Court, Deerfield Beach, expressed concern with the implementation of the school zone speed cameras and asked how someone will be able to contest a ticket and if the tickets will be time stamped. Thereafter, she commented on the speed limit change at various school locations.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commended the Deerfield Beach Little League for a job well done on their opening night event. Thereafter, he commented on the previous city manager, as well as the Form 6. Further, he asked for the status of the background checks for the Firefighter Pension Board. Lastly, he commented on city attorney costs, and suggested that a request for proposals be issued.

Willie Rosetta Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, thanked the City Manager for his visit to the Braithwaite Senior Center. Thereafter, she commented on various code violations she received.

Terrell Scott, 165 SW 3rd Court, Deerfield Beach, expressed concerns with the noise on 1st Terrace and asked if a noise ordinance exists. He stated that he's called BSO several times and said their presence is needed.

Maria LoRicco, 1551 SE 12th Street, Deerfield Beach, commented on the Live Local Act, and suggested that the City implement a planned urban development goal. Further, to create uniformity, she asked if a site plan project for each district will supersede SB 102 nonconformity. Lastly, she asked what efforts has the City Commission taken to ensure that Deerfield Beach is taken out of the hands of developers and returned to the citizens.

Stanley Aufseeser, 350 Richmond F, Deerfield Beach, said he heard that an asphalt plant is being recommended to be built near Century Village, which he is opposed too. Thereafter, he commented on the garbage being burned.

Mayor Ganz stated that the asphalt plant has been in the City since the 1970s; nevertheless, upgrades are being made to the current facility.

Paul Farrier, Golden Krust, said they added a promotional banner to their restaurant, which had to be taken down; therefore, he asked what type of promotion is allowed.

David Santucci, City Manager, reiterated that the asphalt plant has been at the same location since the 1970s. Recently the plant was sold by an asphalt plant to another asphalt plant, whereby, the new owner has submitted a minor site plan modification to replace equipment and improve the site in order to minimize airborne sediment and noise, improve water quality, and increase efficiency of equipment. Furthermore, the silos are being replaced and an 8" high panel wall will be installed for a visual barrier and landscape buffering. The new owner has received their building permits, as well as Broward County environmental permits and service water management permits.

Mayor Ganz responded to comments/questions/concerns posed by the public. He advised that there is a noise ordinance in place. Although many may not agree with some of the code violations, many are in place to ensure neighborhoods look better. Thereafter, he provided a brief overview of the rules and procedures when addressing the City Commission, whereby, an additional minute to speak will only be granted when an individual needs extra time to get their point across.

PUBLIC COMMENT - CONTINUED

Anthony Soroka, City Attorney, said there are issues with State Law when it comes to the Firefighter Pension Board members, whereby, the City Commission doesn't really have authority over the members they don't appoint; however, the City Commission can implement an ordinance for their appointed members. Further, he said this board is independent and has its own legal counsel, administrator, etc.

Mr. Santucci reminded the Board that they have two appointments.

In response to Mayor Ganz's question, Mr. Santucci replied that the framework for school speed zone enforcement has been approved, but no agreement has been brought forward.

Mayor Ganz stated that he believes the tickets will be time stamped, and stated that they will be civil citations, not speeding violations.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 1 - 4.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, spoke on Item 2. She thanked city staff for the fence replacement and asked for the fence specifications.

Aaron LoCascio, 615 SE 12th Avenue, Deerfield Beach, spoke on Item 3. He asked if any consideration has been given to removing the bridge, as he believes it would be more beneficial to the City.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, said the fence will be an 8", black vinyl fence.

Mayor Ganz said the bridge has been discussed at lengths, whereby, the majority of the neighborhood wanted the bridge to remain.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Items 1 - 4 in concert. Roll Call:

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

- 1. Resolution 2024/032 - 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)**
- 2. Resolution 2024/033 - 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)**
- 3. Resolution 2024/034 - 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)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

4. **Resolution 2024/035 - 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)**

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.**

The Resolution was read by title only.

Horace McHugh, Deputy City Manager, highlighted a brief PowerPoint presentation. He stated that the policy proposal addresses large donations, city-owned facilities and open spaces, and city road ways to include city rights-of-ways. Large donations include individuals who are living and deceased, provide significant contributions, i.e. renovation, construction of facility, or donation of land, and approval will require an agreement between the Commission and donor. The naming to honor community service eligibility requirements includes significant contributions to the City for 10 or more years, not in official capacity, deceased, and their record must reflect good moral character. The process consists of an application, which will include a fee, justification, bio, supporting material, etc., five-member committee reviews and offers recommendation to city manager, who then recommends to commission who must approve by a super-majority vote.

Continuing, Mr. McHugh said the eligibility requirements for naming city-owned roadways includes significant contributions to the City for 10 or more years, not in official paid capacity, deceased, and their record must reflect good moral character. The process consists of an application, which will include a fee, justification, bio, supporting materials, as well as street/roadway being proposed, including cross streets; BCPA printout, parcel map/ownership of adjacent properties; petition from 2/3 of property owners; and significance of roadway to honoree. The five-member committee review and offers recommendation to city manager, who then recommends to commission who must approve by a super-majority vote. This proposal will also include city staff coordinating with the County.

Vice Mayor Parness spoke in opposition to the 10-year suggestion, whereas, an individual's performance should out way their years served.

In response to Mayor Ganz's question, Mr. McHugh replied that there is nothing in the policy outlining the loss of life while in the line of duty.

Commissioner Preston agreed that the length of service shouldn't matter. Further, he spoke in opposition to an individual having to be deceased for a community service honor or road way honor, and also spoke in opposition to the \$500 non-refundable fee.

Commissioner Hudak said this policy does not pertain to in the line of duty, but for community service, volunteerism, and contributions; whereby, the two should be separate. Further, he spoke in opposition to the non-refundable fee.

Commissioner Drosky spoke in support of the 10-year suggestion, as well as the non-refundable fee because it will take time for staff to process and vet. He stated that the application should be fully completed when submitted, and individuals must do their research.

Commissioner Preston said if something is administratively incorrect, it should not fall on the person who submitted the application, which is why he is opposed to the non-refundable fee.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz provided a brief overview of his previous stance, whereby, he felt the individual had to be deceased in order to be honored but has since taken a different viewpoint; therefore, he spoke in opposition to the deceased requirement and recommended that it be changed. Further, he suggested that a special clause be outlined in the policy for those killed in the line of duty. Mayor Ganz agreed that some type of flexibility is needed for the \$500 non-refundable fee when issues occur due to an administrative error. He said in addition to contributions that were made, tenure and years of service for employees and elected officials should be part of the criteria. Thereafter, he opened the public hearing.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, expressed concerns with renaming sections of roads, as it has become confusing.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Parness, to defer Item 5 to March 19, 2024. Voice Vote:

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

Nays: 0

- 6. Resolution 2024/037 - 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.**

The Resolution was read by title only.

Commissioner Hudak said he has been pushing for this for quite some time; therefore, he supports the Resolution. Further, once implemented, he asked that marine enforcement ensure they are enforcing the rules.

Commissioner Preston spoke in support of the Resolution. Thereafter, he briefly commented on a recent experience he encountered on the waterway.

Mayor Ganz opened the public hearing.

The following individuals spoke in support of the Item:

- **Maria LoRicco, 1551 SE 12th Street, Deerfield Beach.**
- **Peggy Ross, 103 NE 19th Avenue, Deerfield Beach.**
- **Aaron LoCascio, 615 SE 12th Avenue, Deerfield Beach.**

Mayor Ganz closed the public hearing. Thereafter, he thanked the public for their support, as well as the Marine Advisory Board, and stated that this item also has support from Representative Chip LaMarca. Mayor Ganz said unfortunately, this will not fix everything on the waterways, but it does put the City in a positive direction of ensuring that the waterways are safer and protect people's lives and property.

Commissioner Preston asked that a plan be put into place to address the speeding issues.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 6, adopted Resolution 2024/037. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

7. **Resolution 2024/038 - 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.**

The Resolution was read by title only.

David Santucci, City Manager, explained that since the December approval, interest rates have gone down, which has given staff the opportunity to re-evaluate the rates with information that was provided by the Florida Department of Environmental Protection (FDEP), who advised that they did not favor the BAN approach to the borrowing even though the BAN convenance would allow for it; nevertheless, DEP preferred an amortization schedule that was more consistent with the traditional borrowing. Further, he said TD Bank will still be utilized, borrowing is 10-years, and the borrowing provides for a no prepayment penalty, which provides the City with more options when seeking the second borrowing.

Ted Cole, Davenport & Company, explained that this is a part of a larger plan that takes into consideration the utility rate plan that was adopted in late 2022. Thereafter, he briefly commented on the events that have transpired since the December 2023 meeting. He stated that this item is a loan that will fully amortize over a 10-year period, but the City will retain complete flexibility to prepay if there is a need or desire. During the next borrowing, the City will need to decide whether to prepay the loan or leave it in place. Since December, all rates associated with this borrowing have come down, whereby, the current rate is around 420. Mr. Cole said the plan for this revenue bond is to lock in the interest rate this week, so there is no more variability and closing should occur before the end of the month, if approved.

Vice Mayor Parness temporarily left the meeting at 8:04 p.m. and returned at 8:06 p.m.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked what the minimum debt service coverage ratio required is and using company-prepared (not audited) fiscal year-end September 2023 internal City of Deerfield Beach numbers and interim current fiscal year numbers, what is the current debt service coverage ratio on a pro forma basis, assuming the loan amount was already funded.

Maria LoRicco, 1551 SE 12th Street, Deerfield Beach, asked what the origination fees are and the carryover of the second tranche.

Mayor Ganz closed the public hearing.

Mr. Cole stated that the minimum debt service coverage ratio is at a 1.25 time, so for every \$1 of debt service paid, the City must demonstrate that there's a \$1.25 available to pay it, which is the minimum and the City has operated well above that. The forward projections over the course of the next five years, the minimum coverage is expected to be right at about three times. Furthermore, he said there is a cost of issuance associated with the bond issuance. The total one-time cost of issuance is \$155,000, which covers advisor expenses, bond attorneys, and banks. Lastly, he said the carryover of the second tranche is not contemplated within these fees.

DEPARTMENTAL BUSINESS - CONTINUED

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 7, adopted Resolution 2024/038. Roll Call:

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

Nays: 0

- 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.**

The Ordinance was ready by title only.

Commissioner Hudak left the meeting temporarily at 8:14 p.m. and returned at 8:16 p.m.

David Santucci, City Manager, said this is the first reading of the General Fund borrowing, whereby, the resolution for the loan agreement will be discussed during the second reading of this ordinance. Further, he said the project that will be outlined in Item 9 is being contemplated for this borrowing.

Ted Cole, Davenport & Company, said this is a General Fund borrowing for various projects, to include the enterprise resource planning software, improvements and renovations to the International Fishing Pier, city bridge rehabs, citywide street light improvements, and improvements to the Pioneer Grove Corridor redevelopment. Further, he said this is not a voted debt, so it does not require referendum approval but does require a public hearing. Mr. Cole said after assessing all proposals, TD Bank is being recommended, whereby, they are offering a 20-year, fully fixed amortizing loan, which is not yet fixed, but once locked, it will be fixed for the entire term of the loan. The proposal allows for a complete prepayment in whole or in part after three years. Mr. Cole said there is no outside consent required from any outside entity and there are bond covenants that must be met. He said these bonds, sometimes referred to as covenant to budget and appropriate bonds, would be very similar to the bonds issued in 2012 and 2018. Lastly, Mr. Cole said if the second reading of the ordinance and resolution for the loan agreement are approved on March 19th, the interest rate would be locked in, and closing would occur in early April.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition to money being spent for Pioneer Grove, as the money could be better used in the Pioneer Grove neighborhood by giving property tax abatements; nevertheless, if it's going to be financed, he agreed with long-term financing.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 8 on first reading. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

9. **Resolution 2024/039 - 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)**

The Resolution was read by title.

David Santucci, City Manager, said the budget for this item was for \$4.5 million, whereby, if approved this evening the total budget will be just under \$4.7 million. Further, he said the pier request has been approved, and the \$550,000 is in the budget and is awaiting to be signed by the Governor.

Priscilla Cygielnik, Director of Environmental Services, said the enhancements include the demolition of the existing pavilion structure; two new 20" X 20" long Ipe pavilion structures; all electrical and lighting for western pavilion; six new custom fish cleaning stations and waterline hookup; 15 new Ipe park benches; replacement of existing fence and gates; illuminated welcome sign; additional 90 days to base contract for additional scope; and indirect costs for mobilization, bond premiums, and insurance. Thereafter, the project renderings were displayed. She explained that the three phased approach would start from the eastern side and work westerly, which would take 450 days, for an overall cost of \$4.8 million. The one phased approach, which would take 397 days, would have an overall cost of \$4.6 million. Thereafter, she outlined the phasing options, whereby, Phase 1 will compress schedule and offer project savings, public safety benefits, operational efficiencies, etc. Phase 3 would require the use of Pioneer Park as a staging area, which creates security concerns due to the price of the Ipe wood, as well as mobilization issues; nevertheless, Phase 1 would allow the use of the main beach parking lot as a staging laydown.

Continuing, Ms. Cygielnik said the permits are with the Army Corps of Engineers and FDEP, which take about 90-days for review; nevertheless, they must be in place prior to the City approving the building permits. If the enhancements are approved, the vendor will proceed with the construction documents, and staff will concurrently work on permitting. Further, she said mobilization/staging/laydown will occur first and the anticipated pier closures will begin late spring/early summer 2024 dependent on receipt of permits. Lastly, she stated that staff is recommending the approval of the enhancements and to move forward with Phase 1.

In response to Commissioner Preston's question, Ms. Cygielnik replied that Phase 1 closure would be 307 days plus the 90-days, with a late May, early June 2025 completion.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the project but suggested increasing the height of the pier, as it will withstand sea level rises and surges and making it wider.

Paula Cook, 62 Centennial Court, Deerfield Beach, asked for the survey results.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, thanked everyone involved with securing the \$550,000 from the City (s/b State). Further, he asked if either phase will affect the restaurants.

Aaron LoCascio, 615 SE 12th Avenue, Deerfield Beach, commented on his usage of the pier. Further, he said the pier deserves a lot of attention as it is the City's crown jewel. Thereafter, he thanked the City for their efforts.

Mayor Ganz closed the public hearing. Further, he said changing the height and width would change the cost, and it really cannot be retrofitted to what is existing.

David Santucci, City Manager, replied that is correct, whereby, structurally it will look the same.

Ms. Cygielnik does not have the survey results at this time but there was a strong resident response rate.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Preston said the two fish outside of the pier restaurant need to be refurbished; therefore, he asked that they be included during construction. Thereafter, he thanked Ms. Cygielnik for her efforts.

Commissioner Hudak agreed with refurbishing the fish outside of the pier restaurant but he stated that it may not be a part of this project. Further, he spoke in support of Phase 1 as it will save the City money.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 9, Phase 1 option, adopted Resolution 2024/039. Roll Call:

Prior to roll call, Mayor Ganz said staff did a phenomenal job lobbying at the state level.

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

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Live Local Act - Anthony Soroka, City Attorney, said the legislature approved Senate Bill 328, which has not been signed by the Governor; nevertheless, he will provide a brief overview of the bill at the next meeting.

Vice Mayor Parness temporarily left the meeting at 8:50 p.m. and returned at 8:52 p.m.

CITY MANAGER

Public Comment & Misinformation - David Santucci, City Manager, addressed comments and misinformation that has been said during recent commission meetings.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER DROSKY****DISTRICT 4**

Election Day - Commissioner Drosky reminded the public that there is an election on March 19th, which is the next commission meeting, so he urged everyone to get out and vote early.

David Santucci, City Manager, said if the Commission desires to reschedule the March 19th meeting to advise accordingly.

Commissioner Drosky said he would like to hear from his colleagues.

VICE MAYOR PARNESS**(DISTRICT 3)**

Election Day - Vice Mayor Parness said he has no problem with having the meeting on the 19th.

District 3 - Vice Mayor Parness commented on the various changes that have occurred within his district over the years, and stated that he will continue to fight for his constituents when it comes to preserving the lake.

COMMISSIONER PRESTON**DISTRICT 2**

Upcoming Events - Commissioner Preston said Jonathan Salas, Director of Community Services, and his staff have started moving into the Braithwaite Center for Active Aging.

In response to Commissioner Preston's question, Mr. Santucci replied that the grand opening is being coordinated.

Commissioner Preston said the Center is amazing, and a lot of history related to the Center will be on

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

display. Further, he said he is working with the City Manager on setting up a date for a District 2 meeting.

COMMISSIONER HUDAK**(DISTRICT 1)**

Events - Commissioner Hudak said Deerfield Beach Little League is back, and the pool has reopened.

Public Participation - Commissioner Hudak said it is unfortunate that the meetings aren't better attended and even more unfortunate that inaccurate information is put out by individuals on social media.

Restrictions - Commissioner Hudak said there are million-dollar townhomes being built on the barrier island that can only be built with carports, not garages; whereby, the applicant stated that city staff is misinterpreting the City's code and asked that clarification be provided.

Mr. Santucci said staff has researched the issue and found that the floor area ratio of the three properties the applicant mentioned at the last meeting are just under .8. Other properties were also researched and all but two were under that floor area ratio; nonetheless, overall, the interpretation of the Code has consistently been that the floor area ratio does not include an ancillary use if it is not enclosed underneath. Further, he said staff will meet with the applicant to discuss further.

In response to Commissioner Hudak's question, Anthony Soroka, City Attorney, replied that the Commission can change the Code, but because of the way the Charter is drafted, the intention is to not be able to modify the regulations in the Charter through the Code; nevertheless, he can discuss further with Commissioner Hudak. Thereafter, he briefly commented on the applicants request and the interpretation of staff.

MAYOR GANZ

Public Suggestion - Mayor Ganz said suggesting the issuance of an RFP for legal services shows a complete lack of understanding of the importance and value of institutional knowledge of relationships and trust.

Spring Break - Mayor Ganz said if you see rules being broken, please report it.

New Garbage Cans - Mayor Ganz asked that staff provide more education to the public regarding the rollout. Further, he asked that residents not be skipped for putting out the incorrect cart.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to adjourn the meeting at 9:15 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



Lunchtime Workshop

Friday, February 23, 2024

12:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Heather Montemayor, City Clerk, at 12:03 p.m., in the City Commission Chambers, City Hall, Deerfield Beach and via electronic meeting communication.

Present:

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

Also Present:

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

Absent:

Mayor Bill Ganz

UPDATES AND PRESENTATIONS

A. Utility & General Fund Capital Financing - Financial Services

David Santucci, City Manager, provided a brief overview of the Utility Fund Capital Financing, whereby, the use of a Bond Anticipation Note was discussed and approved at the December 12, 2023 City Commission Meeting. On March 5, 2024, staff will be seeking commission approval of the Water and Sewer Revenue Note, Series 2024. Further, an additional item pertaining to the General Fund Capital Financing will be presented at the March 5th City Commission Meeting.

Ted Cole, Davenport & Company LLC, provided a brief overview of the Revenue Bond and Covenant to Budget and Appropriate, whereby, he reiterated both will be presented and discussed during the March 5th City Commission Meeting.

There were no comments/questions posed by the Commission.

B. Impact Fee Assessment - Planning & Development Services

Eric Power, Director of Planning & Development Services, highlighted a brief PowerPoint presentation regarding the City's impact fees, whereby, the last time they were amended was in 2016. In 2020, the City Commission adopted the Public Art Program but a funding mechanism was not established; therefore, city staff would like to evaluate the adoption of a public art fee and create a public art master plan. Further, there are two ways of funding a public art master plan, whereby, amending the impact fees would require the City to hire a consultant to help navigate the process. Another mechanism, which has been used by the City of Coral Springs, is to create an additional tax on commercial and multi-family development and building permits, that would go into the public fund.

UPDATES AND PRESENTATIONS - CONTINUED

Commissioner Hudak spoke in support of the Public Art Master Plan, but stated that community involvement is needed throughout the process. Further, he suggested adding language to the presentation outlining who would be responsible for paying the impact fee.

Commissioner Drosky spoke in support of evaluating the adoption of the public art fee. Further, he said Broward County recently adopted their Affordable Housing Master Plan, and although they outlined various recommendations within their plan, he cautioned staff to be mindful, as they could potentially become mandates in the future, which could influence our impact fees. Thereafter, he said the County has scheduled a workshop for the discussion of their master plan.

In response to Commissioner Preston's question, Mr. Power replied that the State has passed multiple statutes and additional regulations that make it more difficult for cities to collect impact fees for development related improvements.

In response to Commissioner Preston's questions, David Santucci, City Manager, replied that this will not be an additional cost to the residents. Thereafter, he provided a brief overview of how the current impact fees are collected and used. Lastly, he said the consultant's fee would be reviewed during the budget process.

C. Community Participation Grant - Community Services

David Santucci, City Manager, said staff is looking for ways to establish additional parameters around the Community Participation Grant Program and is also seeking commission direction on how the applications should be evaluated. Thereafter, he introduced Jonathan Salas, Director of Community Services, who highlighted a brief PowerPoint presentation.

Mr. Salas provided a brief overview of the purpose of the community participation grants. Further, the fiscal year 2025 proposed budget is \$150,000, and the recommended funding criteria consists of school grades, attainable housing, food insecurities, increased access to public services, and diverse community events. The proposed guidelines consist of a \$150,000 yearly budget, funding for non-profits assisting Deerfield Beach residents, minimum award of \$2,500 and maximum of \$25,000, city manager to appoint committee/board to review the applications, and ensuring that funding is added each year in the City's budget.

Mr. Santucci outlined the current process, as well as the proposed recommendations, whereby, if the Commission desires to make changes, now would be the time, as the program is advertised on May 1st.

Thereafter, Mr. Salas displayed the community participation grant funding history for fiscal years 2022 and 2023.

Commissioner Preston temporarily left the meeting at 12:38 p.m. and returned at 12:40 p.m.

Commissioner Drosky asked why these recommendations were brought forward; nonetheless, he spoke in support of the parameters that have been recommended. Further, he agreed with staff continuing to oversee the process.

In response to Commissioner Hudak's comment, Mr. Santucci stated that staff will seek additional partnerships with the City's partner, i.e. Bezos Academy.

D. Dune Management Plan Update - Sustainable Management

E. Artificial Reef Re-evaluation Study - Sustainable Management

F. Joint Beach Nourishment Program - Sustainable Management

UPDATES AND PRESENTATIONS - CONTINUED

Items D - F were discussed simultaneously.

Chad Grecsek, Director of Sustainable Management, provided a brief PowerPoint presentation. Thereafter, he provided a brief overview of the Dune Master Plan, whereby, the various stakeholders have recommended utilizing low lying native plant species, planting triangular breaks along the beach, creating a maintenance plan, installing in phases starting from south and moving north, etc. Further, he said staff is currently re-evaluating the artificial reef to understand the objective, i.e. recreational, educational, artistic; explore a location, i.e. nearshore vs offshore; regulatory requirements; cost estimates and funding, etc.

Continuing, Mr. Grecsek provided a brief overview of the recent beach renourishment project. Thereafter, he outlined the current activities, post-construction monitoring and Phase II design, which consists of new permits, City of Boca Raton coordination, and innovative strategies to enhance performance. Further, he said the Marine Advisory Board (MAB) has expressed an interest in modifying the speed zone designations in the Intracoastal waterways, whereby, the City of Lighthouse Point and Town of Hillsboro Beach have also expressed an interest in adopting similar speed designations; therefore, staff will be adding the recommendation to an upcoming agenda for commission consideration.

Commissioner Hudak spoke in support of the change, but said many complain that the enforcement is lagging.

David Santucci, City Manager, stated that unfortunately, the City does not have marine enforcement on a 24-hour basis, whereby, they usually focus on the busiest times.

Rodney Brimlow, Director of Public Safety, stated that marine enforcement monitors the City's waterways about 15% of the week, which works out to four days.

Thereafter, Commissioner Hudak continued to expressed concerns with the marine enforcement and asked that it be investigated.

In response to Commissioner Drosky's question, Mr. Grecsek replied that the plan is to have the artificial reef installed prior to the next beach renourishment project, which would be 2027 - 2028. Thereafter, he provided a brief overview of the steps staff is looking to take to move the project forward.

Commissioner Drosky said there is a sizeable eco-tourism industry that will come for the City's artificial reef, so whatever investment is put into this project will be recouped.

In response to Commissioner Hudak's question, Mr. Santucci replied that placement will have a huge impact on what the City wants the reef to be, i.e. recreational, educational, and/or artistic.

Commissioner Hudak said he wants to ensure that the reef attracts the tourism dollars.

Commissioner Preston said the Commission and city staff have no jurisdiction over the school grading system, so he is unsure how the criteria can be included into the community participation grant program.

Commissioner Hudak left the meeting at 1:01 p.m.

Mr. Santucci agreed, whereby, the idea behind incorporating the school grades into the criteria is there could possibly be a non-profit who is seeking funding to begin a program to teach English no non-English speaking students. Further, he said it is not giving money to the School Board, so they can bring the grades up; nevertheless, he will discuss the new criteria further with Commissioner Preston.

ADJOURNMENT

There was no additional business to discuss, so the meeting adjourned at 1:02 p.m.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings at the

Doubletree Hotel, Hillsboro Blvd., Deerfield Beach, FL.

Amended 11/20/2023

Minutes of the meeting held on September 11, 2023

Trustees Present:

Robert Weech, Chairman
Jonathan Campbell, Trustee
Sharon Haynes, Trustee
Stephen Hill, Trustee
Brian Baker, Trustee

Trustees Not Present:

Also in Attendance:

Amed Avila, Fiduciary Trust
Mindy Johnson, Fiduciary Trust
David Lederer, Fiduciary Trust
Brian Casey, Cohen & Steers
Jim Corl, Cohen & Steers
Burgess Chambers, Burgess Chambers & Associates
Chad Little, Freiman Little
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Lorium Law, Fund Counsel
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.

The Chairman called the meeting to order at 8:31 A.M.

TRUSTEE COMMENTS

The Chairman asked the Board to take a minute of silence on behalf of those who lost their lives September 11 and most recently for the passing of Chief Terryson Jackson. Mr. Jackson was a colleague and known to the Chair and other members of the Board. Trustee Hill expressed the same sentiment and commented that he hopes we can do whatever we can to ensure his minor beneficiary is assisted to receive the benefit.

FIDUCIARY TRUST

Ms. Levy gave a brief overview of the current situation with Fifth Third and the reasons the Board requested a Custodian RFP. One of the matters affecting the service Fifth Third is providing to the Board is the inconsistencies in their processes. Fifth Third was accepting direction from the Chairman via email, and now they are not. Fifth Third is now confirming letters of direction by contacting the Chairman or Secretary via telephone call and asking them information that they would not have. Additionally, to date Fifth Third has not assigned a representative to the account. Fifth Third recently advised that they do not do wire transfers for most rollovers as part of their service to this Plan.

Ms. Levy reported that the RFP was sent to Regions Bank, Truist Bank and Fiduciary Trust. Fiduciary Trust was the only one that responded to the RFP. For the benefit of the new Trustees Mr. Levy explained the differences between the services a Trust Company can offer as opposed to a regulated Bank.

Mr. Avila thanked the Board for the opportunity to present their services and introduced Ms. Mindy Johnson, Managing Director, Mr. David Lederer, Director and Head of Investor and himself, Managing Director. He gave a brief background regarding their business and experience relationship with Fiduciary Trust.

Mr. Lederer discussed in detail the information in their presentation and the custody services they offer. Mr. Lederer assured the Board that they would receive expert guidance and skilled support delivered personalized to the Board's needs, Safekeeping the Board's Assets, Deep Pension Fund Expertise and Simplifying Financial Complexities.

The Trustees and Mr. Chambers asked questions containing several scenarios that this Board have experienced with Fifth Third and how Fiduciary Trust would handle those scenarios.

Mr. Avila discussed the conversion process in detail. He further added that Fiduciary Trust just went through a recent transition with Fifth Third and although they experienced a more hands on approach from other conversions Fifth Third did respond and the conversion was successful.

This concluded the Fiduciary Trust presentation.

The Chairman asked Mr. Chambers, Mr. Falcon and Ms. Shea what their experience has been with Fiduciary Trust. All responded affirmatively as to a positive experience.

A motion made by Trustee Hill seconded by Trustee Campbell to enter in to an agreement for custodial services effective January 1, 2024 with Fiduciary Trust motion passed unanimously.

INVESTMENT

Mr. Brian Casey introduced Mr. Jim Corl who was attending remotely. He discussed briefly the Deerfield Beach Firefighter's Pension Fund Global Listed Infrastructure as diversified, liquid investments in infrastructure. He discussed the Firm, People & Assets of the organization. Mr. Casey briefly discussed the topics of Asset Breakdown, Defining Listed Infrastructure, Global Listed Infrastructure Team, Global Listed Infrastructure Performance, and Market Review, outlook and Positioning.

Mr. Casey responded to Trustee questions accordingly.

Mr. Corl thanked the Board for the opportunity to discuss the Cohen & Steers Real Estate Opportunities Fund, L.P. He discussed the following topics: Introduction to Cohen & Steers, Investment Philosophy and approach; Macro investment environment and opportunities; Portfolio summary and case studies; Real Estate Opportunities Fund Summary.

Mr. Corl responded to Trustee questions accordingly.

This concluded the Cohen & Steers presentation.

Mr. Chambers discussed in detail how the Cohen & Steers Real Estate investment functions. The Board asked Mr. Chambers if he had a recommendation. Mr. Chambers recommended putting in full redemptions with American Realty and Intercontinental. This action would require letters of direction and the sooner those letters go out the sooner they can invest in this product. Mr. Chambers recommended investing 50% of the redemptions from American and 50% of the redemption from Intercontinental.

A motion made by Trustee Hill seconded by Trustee Baker to authorize the investment consultant to begin the full redemption process with American Core and Intercontinental motion passed unanimously.

Burgess Chambers & Associates

Mr. Wan discussed the Deerfield Beach Firefighters Liability Driven Investments (LDI) Analysis. In his discussion, he explained the concepts of (LDI) and Glidepath. Mr. Wan advised the Board that is an option to consider or at the very least learn the concept and decide if it is a good fit for the portfolio.

The next item Mr. Chambers discussed pertained to the Deerfield Beach Municipal Firemen's Pension Trust Fund Investment Policy Statement. He asked Ms. Levy to discuss further the reason the Florida Statutes 112.662 was incorporated in to the investment policy.

Ms. Levy briefly reminded the Board that she has reported at several meetings prior to this one concerning this new Florida Law applicable to the Pension Plan. This new law, signed by the governor requires that the Board when making investment decision to only consider pecuniary factors. The Trustees can only consider the return, the risk versus return that the Board is getting, as opposed to considering any social or environmental ideologies. Ms. Levy further added that in addition to the Board's pecuniary responsibility the Investment Managers also have pecuniary responsibility when voting proxies or other requirements when having external communication. All new contracts will have this provision requiring how proxies should be voted and the language required in communications which discuss ideologies. In order to inform the Investment Managers what is expected of them, the Investment Policy needed to be amended.

Mr. Chambers also discussed other changes made to the Investment Policy stated below:

Page 2, #5, changed the **small-cap** value equity portion of the portfolio is expected to meet or exceed the return of the S&P **small-cap** value equity portion of the portfolio is expected to meet or exceed the return of the S&P **small-cap 600** index, and rank within the top 50th percentile of an appropriate **small-cap** equity universe over three and five-year period.

Page 3, C., first paragraph change The **short-term** portion shall be compared to the Bloomberg 1-5 year index.

Page 4, #8, added **Private Credit**

Page 5, #1, Investments in equities shall not exceed **70%** of the Fund's assets at market value.

Page 7, #8 Florida Statutes 112,175 and Applicable City of Deerfield Beach Ordinances

Page 9, #10 Procedure for Rebalancing Asset Allocation as follows:

- Domestic Large Cap Core Equity from 8% to 10%
- Domestic Large Cap Core Value Equity from 7% to 8%
- Domestic Large Cap Core Growth Equity from 1% to 12%
- Convertible Bonds (equity) from 9% to 8%
- International Equity from 15% to 10%
- Fixed Income from 14% to 15%
- Cash from 1% to 0%

A motion made by Trustee Haynes seconded by Trustee Hill to adopt the City of Deerfield Beach Municipal Firemen's Pension Fund as proposed motion passed unanimously.

Mr. Chambers distributed a study of the Growth of Investment from June 2013-June 30, 2023 illustrating the portfolio's results. The next item Mr. Chambers discussed was the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending June 30, 2023.

Mr. Chambers pointed out to the Board that page 15 of the presentation illustrates that there are a number of Managers that have achieved and beaten the index.

Mr. Chambers made a recommendation to liquidate the Vanguard Short Term Bond portfolio and to allocate the resulting cash equally between Garcia Hamilton and Sawgrass.

A motion made by Trustee Hill seconded by Trustee Baker to Liquidate the Vanguard Short Term Corporate bond and allocate equally between Garcia Hamilton and Sawgrass motion passed unanimously.

This concluded the Investment report.

MINUTES

The Chairman asked if anyone had any questions regarding the meeting minutes held on June 5, 2023 there being no questions

A motion made by Trustee Hill seconded by Trustee Baker to approve the meeting minutes held on June 5, 2023 motion passed unanimously.

ACTUARY REPORT

Ms. Levy reported that due to a death in the family, Mr. Little was not able to present today. However, he asked Ms. Levy to convey to the Board that he is working on the study to extend the period of time a member can be in the DROP as previously requested. One of the issues relating to the DROP extension is how it may impact IRC Section 415. Ms. Levy explained that Section 415 has a yearly limitation as to what a qualified plan may pay in benefits, and the pension plan cannot pay the retirement benefit above that limit. When asked if there is a solution to a member who may be over the 415 limitation, Ms. Levy discussed the only avenue being an Excess Benefits Plan established by the City and the City had not been willing to entertain that suggestion. Mr. Little, would like to discuss this situation with a Tax Attorney, however, would like Board approval to move forward in that direction. The Board advised Ms. Levy to inform Mr. Little accordingly.

ATTORNEY'S REPORT

Ms. Levy advised the Board that a Citizen who attends the Commission meeting has asked why the portfolio has active managers as opposed of passive managers, which are cheaper. He also raised the issue of why notice of the meetings was not provided. Ms. Levy who observed the Commission Meeting and noting no one responded to that question, wrote an email to the City Attorney and advised him that this Pension Plan in accordance with Florida Statutes always provides notice to the City Clerk who is required to post it..

The next item Ms. Levy discussed was the Auditor's (KSDT) engagement letter dated June 15, 2023 for the audit ending fiscal year September 30, 2023. Ms. Levy reviewed the letter which is consistent with previous years and commented that the fees of \$12,000 are in line with their proposals.

A motion made by Trustee Haynes seconded by Trustee Baker to authorize the Chairman to sign the engagement letter from KSDT for auditing services for fiscal year ending 2023 as discussed above motion passed unanimously.

Ms. Levy discussed the monitoring company Robbins Geller Rudman & Dowd LLP that she has discussed at previous meeting. She expressed no objection to the Board having another monitoring company as this would offer the Pension Plan another set of eyes looking at the data. She advised the Board that there is no cost to the Plan. The monitoring company gets paid contingent on whether or not they make a recovery and that is how they are compensated for their service. Robbins Geller is a nationwide company and would likely be the largest monitoring company in the portfolio should the Board wish to move forward with them.

A motion made Trustee Hill seconded by Trustee Baker to hire effective January 1, 2024 Robbins Geller Rudman & Dowd motion passed unanimously.

Ms. Levy advised the Board that the State Report was approved by the State.

The next item Ms. Levy discussed pertained to a member of the plan who recently passed away. This member had his spouse as beneficiary, however, when the spouse passed away, the member changed the beneficiary to his mother. However, his mother had already passed away approximately a year and a half prior to being named as beneficiary. The change to his mother as a beneficiary, increased his monthly benefit approximately \$450.00. The overpayment amount is approximately \$30,000. The member has a DROP account which is payable to the Estate. The question to the Board is whether the \$30,000 overpayment is deducted from the total DROP amount available and pay the Estate the difference. Ms. Levy discussed the Board's responsibility and the various rules regarding collecting overpayments, If the Board

wishes to move forward recovering the overpayment from the DROP account she would write a letter explaining why the Board deducted that amount from the total.

A motion made by Trustee Baker seconded by Trustee Hill to authorize the actuary to recover the overpayment amount from the deceased member's DROP account motion passed unanimously.

Ms. Levy advised the Board that a member of this plan passed away and his beneficiary is a minor. The member chose a 15 Year Certain for which he had already collected three years. Ms. Levy advised the Board that she has received many phone calls over the past several days from the attorney who is handling the guardianship for the daughter of the deceased. Until the daughter reaches age 18, the benefit will be paid to her in a restricted depository that will be ordered by the Court. Ms. Levy explained what a restricted depository is. She is bringing this matter to the Board not only because the deceased was a member of this plan but she knows it is important to the Board that his beneficiary child receives the benefit due to her. Ms. Levy also wants the Board to know the child's attorney has asked her to make herself available during this process.

The Chairman expressed that this Board has fiduciary responsibility to ensure that Terryson Jackson's daughter receive the benefit she is entitled to as a result of his death. They will take an active interest in seeing that this pension pays to the extent the courts and legal proceedings allow.

A motion made by Trustee Hill seconded by Trustee Baker to authorize Ms. Levy to work with the beneficiaries' attorney in any aspect of the process of establishing the survivor pension of this Plan benefit motion passed unanimously.

Ms. Levy next discussed the Board request to consider attorney fees on a monthly retainer fee. She reviewed the fees over a 12 month period and determined \$7,000.00 a month would be a fair amount.

A motion made by Trustee Haynes seconded by Trustee Baker to accept the attorney's retainer fee of \$7,000.00 a month motion passed unanimously.

This concluded the attorneys' report.

ADMINISTRATOR

Mr. Falcon asked if there were any questions regarding the City of Deerfield Beach Municipal Firefighters Pension Fund Disbursements Ratification for the period 6/1/2023-8/31/2023 in the amount of \$183,125.67, there being no questions,

A motion made by Trustee Hill seconded by Trustee Black to ratify the disbursements as stated above motion passed unanimously.

This concluded the Administrator's report.

OLD BUSINESS

Trustee Haynes reminded Mr. Falcon that she requested a copy of the FHA audit report and has not yet received it. Mr. Falcon advised Ms. Haynes he would send her the report after the meeting.

NEW BUSINESS

None

PUBLIC COMMENT

None

ADJOURN

The Board scheduled the next regular pension meeting for **November 6, 2023, at 8:30 A.M.**

There being no further business to discuss,

A motion made by Trustee Baker seconded by Trustee Campbell and unanimously passed to adjourn the meeting at 12:26 p.m.



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings at the

Doubletree Hotel, Hillsboro Blvd., Deerfield Beach, FL.

Minutes of the meeting held on November 6, 2023

Trustees Present:

Robert Weech, Chairman
Jonathan Campbell, Trustee
Sharon Haynes, Trustee

Trustees Not Present:

Brian Baker, Trustee
Stephen Hill, Secretary

Also in Attendance:

Burgess Chambers, Burgess Chambers & Associates
Chad Little, Freiman Little
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Lorium Law, Fund Counsel
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.

The Chairman called the meeting to order at 8:32 A.M.

TRUSTEE COMMENTS

The Chairman asked if there were any Trustee comments. Trustee Campbell commented that he enjoyed attending the FPPTA Trustee school last month and came out learning much about pension matters. Trustee Haynes expressed the same sentiment as Trustee Campbell. She advised the Board that as of December 15th she will no longer be employed by the City of Deerfield Beach, however, will continue to serve on the Board. The Board wished her well in her new endeavor and were happy she will still be serving as a Trustee in this Board.

INVESTMENT

Burgess Chambers & Associates

Mr. Chambers discussed the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending September 30, 2023.

Mr. Chambers recommended the International investment allocation be reduced to zero and reallocate the 10% to Large Cap Domestic equity.

The Board asked Mr. Chambers to prepare a report showing how the plan would have done had they not had International investment and to prepare a report showing if the Investment Policy is amended to reduce or remove International, what the recommendation would be for placement of assets.

This concluded the Investment report.

ACTUARY

Mr. Little advised the Board that he has been having conversations with the Tax Attorney with respect to the retiree members potentially affected by the section 415 limits. He advised the Board that he would like to put a disclaimer on the statements pertaining the 415 limits. The Board thanked Mr. Little for his recommendation but at this time, the Board asked Mr. Little not to put a disclaimer on the statements as this does not affect the majority of the members and they would like a better understanding of it will affect any of the retirees. He encouraged continuing to have those conversations at future meetings.

Trustee Hill stated that he wished to discuss the possibility of a DROP extension to 8 years. Mr. Little advised the Board that he needs to write up an impact statement that does have some discussion of potential 415 issue; he said he would say in general that there would be no material change to the plan for

extending the DROP. The Board requested he be prepared with the impact statement ready for the next meeting.

Mr. Little gave a status of the State monies and reported that the distributions to the members would occur sometime next year in February when the actuary valuation is presented and approved.

Mr. Little discussed the assumed rate of return and advised the Board that his professional standards require a statement as to whether or not it significantly conflicts with what they are seeing in the capital market assumptions. He recommended the Board consider lowering further the assumed rate of return. The Board discussed the state audit and the City's responses which also addressed lowering the assumed rate of return.

The Board asked Mr. Little when he presents the next valuation to illustrate a comparison lowering the assumed rate of return 10 basis points and 25 basis points.

The Chair asked Mr. Little at the next pension meeting to offer any additional information pertaining Section 415 and other avenues to manage it as a result of his conversations with the Tax Attorney.

This concluded the actuary report.

MINUTES

The Chairman asked if anyone had any questions regarding the meeting minutes held on September 11, 2023 there being no questions

A motion made by Trustee Haynes seconded by Trustee Campbell to approve the meeting minutes held on September 11, 2023 motion passed unanimously.

ATTORNEY'S REPORT

Ms. Levy discussed House Bill 3 and she advised the Board that as discussed in previous meetings that one of the requirements of this law is for the Board to submit a compliance affidavit report starting December 15, 2023. She advised the Board that all Pension Attorneys and their Investment Consultants joined forces in an effort to have the pension plans file a uniform report so that all the Plans throughout the State t. Along with the form the Investment Policy will be submitted which will provide the confirmation that the Investment Managers have been advised of their requirements to comply with this law.

Additionally, she advised the Board that the State created a portal which is not live yet, but this will be the means of submitting the required information discussed above. Ms. Levy advised the Board that Mr. Falcon has already started the process of registering the portal. Once the portal goes live, Mr. Falcon will upload the form discussed above along with the Investment Policy.

The next item Ms. Levy discussed pertained the transition over from Fifth Third to Fiduciary Trust. She advised the Board that the process is moving along nicely, Fiduciary Trust has been very diligent in their communication detailing all the necessary steps for the transition. Ms. Levy commented that part of the process included various forms that require Trustee signatures. Ms. Shea advised the Board that she would ensure those Trustee signatures are obtained from the Trustees who were not present at today's meeting in an effort to meet Fiduciaries deadline. Ms. Levy advised the Board that next week she will be sending a termination letter to Fifth Third and alert them that they have to work with Fiduciary Trust during the transition. She confirmed the transition is scheduled to take effect January 1, 2024.

Ms. Levy added the Board that the next meeting we will address streamlining the pension administration as it pertains to the actuary and administrator duties

The Chair agreed that those conversations should take place after the conversion in an effort to streamline the duties within each respective provider.

The next item Ms. Levy discussed were the forms from Fiduciary Trust that require Trustee signatures for any letters of direction. The forms were the Delegation of Authority and List of Trustees with Specimen Signatures.

This concluded the attorneys' report.

ADMINISTRATOR

Mr. Falcon asked if there were any questions regarding the City of Deerfield Beach Municipal Firefighters Pension Fund Disbursements Ratification for the period 9/1/2023-10/31/2023 in the amount of \$49,171.23 there being no questions,

A motion made by Trustee Haynes seconded by Trustee Campbell to ratify the disbursements as stated above motion passed unanimously.

Mr. Falcon advised the Board that NCPERS billed the Pension Plan for the annual membership and will be processing that renewal invoice unless the Board objects. The Board approved payment of the renewal membership.

This concluded the Administrator's report.

OLD BUSINESS

None

NEW BUSINESS

The Chair expressed that his term is expiring December 12, 2023 and that he wishes to continue to serve on this Board. Ms. Levy advised the Board that we and a majority of the other four trustees in order to reappoint Mr. Weech and in the meantime he holds over in that position in accordance with state law.

PUBLIC COMMENT

None

ADJOURN

The Board scheduled the next regular pension meeting for **February 26, 2024, at 8:30 A.M.**

There being no further business to discuss,

A motion made by Trustee Haynes seconded by Trustee Campbell and unanimously passed to adjourn the meeting at 10:42 a.m.

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
JANUARY 4, 2024
MEETING MINUTES**

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

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Joe Chancy, Alternate
Kanthiah Easwara Chandran, Alternate
William Lane
Daniel Shanetzky, Alternate

Also Present: Chris Suneson, Assistant Director of Planning & Development Services
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Bridget Beckford
David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

Mr. Chancy sat in for Ms. Beckford who was not in attendance.

APPROVAL OF MINUTES

Motion was made by Vice Chair Bennett, seconded by Ms. Balaun to approve the December 7, 2023 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

P.H. 2024-029: APPLICATION 21-R-196

Applicant: **G&C Hillsboro Investors, LLC. represented by Greenspoon Marder, LLP / Dennis Mele, Esq.**

Proposal: Seeking Rezoning application approval to amend the City of Deerfield Beach Zoning Map on three (3) parcels totaling 16.5 gross acres from B-2, Highway Business to PDD, Planned Development District.

Location: The property is generally described as a portion of Tract A, "Hillsboro-95 Office Park," more particularly described in the file, and located at **600 & 700 W. Hillsboro Boulevard.**

SUMMARY BACKGROUND/EXPLANATION

On April 25, 2023, the City Commission approved the second reading of the Land Use Plan Amendment Application #65A approving the change in land use on the subject parcels from Commercial to Medium-High (25) Mixed Use- Residential (21.82 du/ac).

The Applicant has also submitted a Plat Application 21-P-232 and a Site Plan Application No. 21-PDD-03, seeking approval for the proposed development of the subject properties and is pending separate review and approval. The Applicant intends to redevelop the subject properties with 239,672 square feet of commercial across 4 buildings, an additional residential building with 360 multi-family dwelling units with an attached parking garage, and associated on and off-site improvements.

Applicants for rezoning to the PDD district must demonstrate, through a statement of need, that there are unique property characteristics that impede the development of the properties under strict application of the Code, development is apparent and will enhance economic development strategies of the City.

The Applicant is required by Code to enter into a Development Agreement with the City, which must be approved by the City Commission as part of the rezoning. Although the Development Agreement is not within the purview of the Planning and Zoning Board, the following information from the agreement is related to the approval of the rezoning application:

Applicant agrees to the following:

- Drainage and roadway improvements to SW Natura Boulevard;
- Sidewalk and pedestrian improvements to SW Natura Boulevard;
- Voluntary contribution for improvements to Oveta McKeithen Recreational Complex;
- Voluntary contributions to the City's affordable housing programs;
- Open space improvements with art features at three (3) locations.

The Applicant has made requests to deviate from the Land Development Code through the PDD zoning, which is permitted with the approval of the rezoning application: Requested changes include:

- Decrease front setback (Hillsboro Boulevard) to 20 feet;
- Increase corner side setback (Natura Boulevard) to 50 feet;
- Decrease rear setback (southern portion of Natura Boulevard) to 15 feet;
- Increase side setback (I-95) to 20 feet;
- Increase minimum floor area to 10,000 square feet;
- Increase maximum floor area ratio (FAR) to 1.1 for all buildings;
- Increase maximum lot coverage to 38%;
- Increase minimum landscaped area to 24%;
- Increase maximum building height to 80 feet;
- Reduce required parking spaces to 9 feet by 18 feet;
- Increase maximum height for signs setback 2'-9" from property line to 6 feet;
- Reduce minimum parking required to 1,344 spaces.

A traffic impact analysis was submitted for the proposed development and all findings were approved by the City's traffic consultant.

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

Recommendation to the City Commission on the proposed rezoning with the following condition:

1. Owner / applicant shall enter into a Development Agreement as approved by the City Commission.

P.H. 2024-030: APPLICATION 21-P-232

Applicant: **G&C Hillsboro Investors, LLC. represented by Greenspoon Marder, LLP / Dennis Mele, Esq.**

Proposal: Seeking Plat application approval to plat a 4.244-acre site to be restricted to 360 mid-rise units to be known as “GC Hillsboro Residential.”

Location: The property is generally described as a portion of Tract A, “Hillsboro-95 Office Park,” more particularly described in the file, and located at **600 & 700 W. Hillsboro Boulevard.**

SUMMARY BACKGROUND/EXPLANATION

The Applicant, Grover and Corlew, LLC, has submitted an application requesting approval to plat a 4.244-acre site to be known as “GC Hillsboro Residential” located at 600-700 West Hillsboro. The proposed plat includes a restrictive note to “360 mid-rise units”.

On April 25, 2023, the City Commission approved the second reading of the Land Use Plan Amendment Application #65A approving the change in land use on the subject parcels from Commercial to Medium High (25) Mixed Use- Residential (21.82 du/ac).

The Applicant has also submitted a Rezoning Application 21-R-196 and a Site Plan Application No. 21- PDD-03, seeking approval for the proposed development of the subject properties and is pending separate review and approval. The Applicant intends to redevelop the subject properties with 239,672 square feet of commercial across 4 buildings, an additional residential building with 360 multi-family dwelling units with an attached parking garage, and associated on and off-site improvements.

The approval of this plat is part of the required building approval process. Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission and recorded in the public records. The County requires approval from the City as part of their approval process for the plat.

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

Recommendation to the City Commission on the proposed plat application.

P.H. 2024-031: APPLICATION 21-PDD-03

Applicant: **G&C Hillsboro Investors, LLC. represented by Greenspoon Marder, LLP / Dennis Mele, Esq.**

Proposal: Seeking Major Site Plan approval to demolish an existing two-story 41,700 square foot office building, to partially demolish and renovate another office building, and construct a new 360 unit, multi-family apartment complex and parking garage with associated site improvements.

Location: The property is generally described as a portion of Tract A, "Hillsboro-95 Office Park," more particularly described in the file, and located at **600 & 700 W. Hillsboro Boulevard.**

SUMMARY BACKGROUND/EXPLANATION

The Applicant, Grover and Corlew, LLC, is seeking Major Site Plan approval to demolish an existing two story 41,700 square foot office building, to partially demolish and renovate another office building, to provide façade improvements for another building, and construct a new 360-unit, multi-family apartment complex and attached parking garage with associated site improvements. The Applicant is also proposing off-site improvements of sidewalks, landscape, and drainage to Natura Boulevard as well as a dedicated right-turn lane on Hillsboro Boulevard.

The subject properties are located between Hillsboro Boulevard to the north, I-95 to the west, and Natura Boulevard to the east and south. The project is subject to the requirements of the Pioneer Grove Special Architectural District.

On April 25, 2023, the City Commission approved the second reading of the Land Use Plan Amendment Application #65A approving the change in land use on the subject parcels from Commercial to Medium High (25) Mixed Use- Residential (21.82 du/ac).

The Applicant has also submitted a Rezoning Application 21-R-196 and Plat Application 21-P-232, seeking approval for the proposed development of the subject properties and are being reviewed concurrently with the site plan. Approval of the site plan and subsequent applications is subject to approval of the rezoning application. As part of the rezoning request, the applicant is required to submit a statement of need and proposed property development requirements listing the required dimensional regulations and parking requirements that would regulate the property should the City Commission approve the application. The site plan demonstrates compliance with the proposed property development requirements as detailed in the PDD Design Guidelines attached to Rezoning Application 21-R-196.

Although not within the purview of the Planning and Zoning Board, a Development Agreement is also in review subject to City Commission approval to accommodate the proposed development.

The applicant has also submitted Plat Application 21-P-232 requesting approval to plat a 4.244-acre site to be restricted to 360 mid-rise units and be known as "GC Hillsboro Residential".

A traffic impact analysis was submitted for the proposed development and all findings were approved by the City's traffic consultant.

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

On December 14, 2023, the Community Appearance Board reviewed and unanimously approved the item.

Recommendation to the City Commission on the proposed rezoning with the following condition: 1. Owner / applicant shall enter into a Development Agreement as provided in Rezoning Application 21-R196.

The items were discussed simultaneously, but voted on separately.

Dennis Mele, representing the applicant, displayed renderings of the proposed project, which consists of redeveloping the subject properties with 239,672 square feet of commercial use across 4 buildings, an additional residential building with 360 multi-family dwelling units and attached parking garage, and associated on and off-site improvements located between Hillsboro Boulevard to the north, I-95 to the west, and Natura Boulevard to the east and south. Currently, the property is zoned B-2, Highway Business, but the applicant is requesting to rezone the property to Planned Development District (PDD), which requires community enhancements. These enhancements consist of extending the left turn lane, sidewalk improvements along the property frontage, drainage improvements along Natura Boulevard, a \$200,000 contribution for Oveta McKeithen Recreational Complex improvements, new pedestrian crosswalk, and \$500 per dwelling unit allocated to the City's affordable housing programs. The pedestrian crosswalk has flexibility to be placed where the City deems it to be more beneficial.

Continuing, Mr. Mele displayed the circulation plan, which outlined the vehicle and pedestrian routes within the property, which will serve the entire community; trash collection, fire truck access, etc. were also fully vetted. The project will be completed in four phases; Phase 1 includes residential building, parking garage, building C demo with facade improvements, and off site and site improvements; Phase 2 includes facade improvements to existing six story office building and landscaping; Phase 3 includes constructing the two-story office building, as well landscaping; and Phase 4 includes constructing the three-story office building B above existing garage. Thereafter, the site plan as well as various elevations of the proposed project were displayed.

In response to board member comments, Mr. Mele provided a brief breakdown of what each Phase will consist of, whereby, the site plans for Phases 3 and 4 will come back for board consideration and commission approval. Further, he said the hotel is not included in this project; however, they were notified of the project and expressed concerns about the accessibility to their property.

In response to board member questions, Mr. Mele replied that a traffic study analysis was conducted, whereby, the surrounding neighbors requested two turning lanes; however, the traffic engineer's recommendation was to extend the turn lane.

In response to board member questions, Joaquin Vargas, traffic engineer, replied that the traffic analysis was reviewed by the State and various options were evaluated.

Chair Plaut spoke in support of the project.

In response to board member questions, Mr. Mele replied that a total of 46,200 square feet of office space will be demolished, whereby, additional office spaces will be constructed during Phases 3 & 4.

In response to board member questions, Mr. Vargas replied that the traffic study was based on all four phases; therefore, should changes occur that increase the number of trips, the report would have to be updated.

In response to board member questions, Mr. Mele replied that Phase 1 is estimated to be completed in two years.

In response to board member questions, Chris Suneson, Assistant Director of Planning and Development Services, replied that PDD allows the property to be used for mixed-uses.

In response to board member questions, Mr. Vargas replied that a shorter taper and a longer left lane is the best solution for the project.

Chair Plaut opened the public hearing.

Regina Johnston, 500 SW Natura Avenue, Deerfield Beach, expressed concerns about the traffic and suggested removing the median to create a second lane. She also requested that a solution be brought forward to assist with the intersection at Natura Blvd and Natura Ave.

Motion was made by Vice Chair Bennett, seconded by Ms. Balaun to close the public hearing. The motion CARRIED by unanimous vote.

In response to Ms. Johnston concerns, Mr. Mele replied that the applicant is willing to resolve the issues as best they can; nonetheless, based on the traffic study the second lane is not being recommended.

In response to board member questions, Mr. Vargas replied that three different traffic scenarios were tested, whereby, extending the current turning lane is the best option.

In response to board member questions, Mr. Suneson replied that a park was not needed for the project, whereas, the City has enough green space to cover the area. Furthermore, the pedestrian crosswalk has several requirements that need to be met by the County before it can be approved.

Thereafter, there was a brief discussion amongst the Board regarding adding conditions due to the traffic congestion.

In response to board member discussion, Anthony Soroka, City Attorney, stated that if conditions are recommended, they should be incorporated into the third application.

In response to board member discussion, Mr. Suneson stated that a development agreement is forthcoming and the traffic concerns could be incorporated.

In response to Mr. Soroka's question, Mr. Mele replied that the applicant's representatives will contact Broward County to see if the traffic analysis could be further evaluated and if additional recommendations can be sought.

Motion was made by Vice Chair Bennett, seconded by Ms. Balaun to approve Application 21-R-196. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett, seconded by Ms. Balaun to approve Application 21-P-232. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett, seconded by Mr. Chancy to approve Application 21-PDD-03. The motion CARRIED by unanimous vote.

CHAIRMAN'S REPORT

None.

STAFF REPORT

February Meeting - Christopher Suneson, Assistant Director of Planning & Development Services, said currently there are no items but should any applications be brought forward, staff will notify the Board accordingly.

New Staff Introduction - Mr. Suneson introduced the Samantha Charlemont, Assistant City Clerk.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett, seconded by Mr. Chancy to adjourn the meeting at 8:38 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

January 8, 2024

Special Magistrate Andrew Dunkiel, City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Roy Davis, Code Compliance Manger
Bernard Pita, Code Compliance Director
Patesha Johnson, Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Caleb Gomez, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Tiffany Fortune, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	23080094	KARIA GLOBAL LLC	845 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 1-26-2024
2	23070034	BRE/ESA P PORTFOLIO LLC %EXTENDED STAY-PROPERTY TAX 0328	1200 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 3-12-2024
3	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- STEVEN PETRI SYRUS BLACKSHEERR MIKE SADA CONTINUED TO 4-9-2024
4	23100001	WCS REALTY 1, LLC	1307 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1-23-2024 \$200 PER DAY \$80 PROSECUTION COST

5	23100006	D & S FUNDING LLC	1941 NE 1 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT- CAMILO DAGHER CONTINUED TO 3-12-2024
6	22100002	FITZ-HALL INC	4251 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

7	22100003	LA ROCCA,JOSEPH	4201 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
8	23070073	CORKYS WAREHOUSE LLC	109 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$100 PER DAY
11	23110034	PAUL,ARIANISE	650 NE 43 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2-9-2024 \$100 PER DAY FOR LANDSCAPE \$500 PER DAY PER VIOLATION FOR ALL OTHER \$80 PROSECUTION COST

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (d) (1) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
12	23110011	MARKS,TONY	612 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-14. - Same—Encroaching on property of others. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (11) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12-8-2023 FOR \$250 PER DAY PER VIOLATION

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior of structures.	
15	22120238	HUBER,SCOTT	205 SE 10 ST, UNIT 2E, DEERFIELD BEACH, FL 33441 2E	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-2024
16-69	21010139	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- RACHEL COHEN EXTENDED TO 4-9-2024
70	23110026	FRIERSON,ROMAN EST % JERMAINE FRIERSON	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (c)- Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-30-2023 FOR \$250 PER DAY PER VIOLATION
71	23100092	MDC COAST 5 LLC	900 SW 10 ST, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-14.(c) - Maintenance, violations, enforcement and remedies.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12-8-2023 FOR \$175 PER DAY
73	23060483	TOBON , JENNIFER TOBON, JOHN F	550 SW 11 DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permit	CERTIFIED WITH \$80 PROSECUTION COST
74-83	23100065	DECOATSWORTH,RICHARD	530 SE 2 AVE, UNIT F1,DEERFIELD BEACH, FL 33441 F1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT DISMISSED ORDER ISSUED
84	23110018	LORIMAIRES,PAUL.	640 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT CONTINUED TO 2-13-2024
88	23110033	SIDTAYELAN LLC	4251 NW 9 AVE, UNIT 202,DEERFIELD BEACH, FL 33064 202	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY
90	23100054	SEVENTY PROPERTIES INC	900 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12-8-2023 FOR \$250 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
91	23100056	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY
92	23100058	MOURA, SIRLEY SOARES	1100 CRYSTAL LAKE DR, UNIT 109, DEERFIELD BEACH, FL 33064 109	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY

94	23100008	3350 WEST HILLSBORO BLVD LP	3350 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-167 - Penalty provisions.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY PER VIOLATION
95	23100010	WEINGARTEN NOSTAT INC %KIMCO REALTY CORPORATION	3600 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-167 - Penalty provisions.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY PER VIOLATION
96	22080047	CORDOBA,SILVESTRE & WANDA J	131 NW 42 WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY
97	23060053	BALISTRERI,JAMES M	321 SE 15 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- JAMES BALISTRERI FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY
98	23080024	MAGGIORE,RICHARD J RICHARD J MAGGIORE REV LIV TR	1250 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT

				ENFORCEMENT Section 98-113(a) Building permits	CERTIFIED WITH \$80 PROSECUTION COST
99	23080027	SULLIVAN,BARBARA HUGHES HUGHES,PAULA J	49 PRESCOTT C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 12-8-2023 FOR \$150 PER DAY
100	23080084	BACKOS,DARYL N	367 S FEDERAL HWY, UNIT 303B,DEERFIELD BEACH, FL 33441 303B	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
101	23080097	FELIX,GERLANDE H/E FELLER,FELIX	611 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GERLANDE FELIX EXTENDED TO 2-9-2024
102	23080120	PHAM,BICH T	3470 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$100 PER DAY
104	23070055	URBAN HOLDINGS GROUP 1 INC	357 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- HARRY ROLLE CONTINUED TO 2-13-2024
105	23090039	BURGOS, JIMMY D	257 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR	RESPONDENT NOT PRESENT

				MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	CONTINUED TO 2-13-2024
107	23070020	MORGAN,ELISE MORA LE ELISE MORA MORGAN LIV TR	1445 SE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ELISE MORGAN DIANE PATNAUDE EXTENDED TO 2-9-2024
108	23090026	HEALTH SERVICES DELAWARE INC	3201 SW 15 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES Sec. 34-36. - Maximum noise level by receiving land use unit and measurement period	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
110	23100012	FLEMING,EDDIE J JR & JOYCE	5050 NE 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$100 PER DAY PER VIOLATION

				REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
111	23080041	GAROFALI,ANTHONY JOSEPH III	4116 NW 5 DR, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$250 PER DAY
113	23100003	DORIS T TSIANTAR LLC ZOPHRES,THEOCHARIS G ETAL/COMMUNITY APPEARANCE REQ.	2060 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (10)- Certain sign or sign structures prohibited. Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT CONTINUED TO 2-13-2024
114	23080112	POITIER IRREV TR POITIER, SHARAVON TRSTEE/PROP. MAINT.	241 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
117	23110023	RST SPORTS LLC	3650 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance	RESPONDENT WAS PRESENT- ATTORNEY ROD FEINER CONTINUED TO 2-13-2024

				Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance.	
118	23110042	TRUSTED HOMES & MANAGEMENT ML LLC	4400 NW 12 DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - MACLIA LOUSSANT CONTINUED TO 2-13-2024
119	23100042	2017-1 IH BORROWER LP % INVITATION HOMES - TAX DEPT	512 NW 38 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$225 PER DAY
120	23100060	SWEETING,DONALD E H/E COLLIER,DAWN & EMERY	1490 SW 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$125 PER DAY
121	23100061	PILLU,KEVIN	471 NW 38 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
122	23090055	BLACK,NOAH P BUSSEK,DAYANA	935 NW 53 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 1-5-2024 FOR \$135 PER DAY

124	23090059	VAGLE,JACQUELINE	5152 NW 11 LN, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2-13-2024
125	23090060	MDSA INVESTMENTS LLC	165 NW 41 WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANDREW SMHAKA CONTINUED TO 2-23-2024
126	23090062	VAN DYKE NORMA JEAN LE CORRELL,DYLAN MATTHEW FRANKLIN	2006 OAKRIDGE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-8-2024 \$125 PER DAY \$80 PROSECUTION COST
127	23120014	OM SAI DEERFIELD LLC	351 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances. Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-12 (b) - Porches, balconies, decks, exterior stairs, walkways and appurtenances	RESPONDENT EAS PRESENT- SEJU PATEL FINAL ORDER ISSUED COMPLY BY 2-9-2024 \$500 PER DAY PER VIOLATION \$80 PROSECUTION COST
128	23110053	MEAT & BRICK LLC/MIN. HOUSING VIOLATION	4334 NW 9 AVE, UNIT 7-1F, DEERFIELD BEACH, FL 33064	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements.	RESPONDENT WAS PRESENT- YOSELIN CHING FINAL ORDER ISSUED COMPLY BY 1-11-2024 \$1000 PER DAY \$80 PROSECUTION COST

129	23110054	HARRIMAN, GARY DON	3500 SW NATURA BLVD, UNIT 101, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.	RESPONDENT NOT PRESENT CONTINUED TO 2-13-2024
132	23120013	SHARON PRASHKOVSKY LLC	550 NE 44 ST, UNIT A-M DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 3-12-2024

133	23120027	DEERFIELD BEACH APARTMENTS LLC %INVESTMENTS LIMITED/MIN. HOUSING VIOLATION	1100 S MILITARY TRL, UNIT 101,DEERFIELD BEACH, FL 33442 101	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (g) - Minimum standards for interior of structures Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.	RESPONDENT NOT PRESENT CONTINUED TO 2-13-2024
134	23120032	PUCETTI REPRESENTATIONS CORP	736 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENTS WERE PRESENT- SAMUEL PICCETTI DIANA PUCETTI FINAL ORDER ISSUED COMPLY BY 2-9-2024 \$500 PER DAY PER VIOLATION \$80 PROSECUTION COST TENANT TO VACATE PROPERTY IN 72 HOURS

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (2) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
136	23120084	WACHOVIA BANK NA % THOMSON REUTERS	3668 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE 1.1 Fire extinguisher(s) need service. FIRE PREVENTION CODE 14.9 Required ceiling tiles missing FIRE PREVENTION CODE 17.15 Broward County Amendments to the	RESPONDENT NOT PRESENT CONTINUED TO 2-13-2024

				Florida Fire Prevention Code 7th Edition F-103.2.5 Right of Entry FIRE PREVENTION CODE 2.1 Exit sign(s) needs service. FIRE PREVENTION CODE 2.6 Emergency light(s) needs service. FIRE PREVENTION CODE 20.1 Other deficiency FIRE PREVENTION CODE 20.6 Per the Broward County Amendments to the Florida Fire Prevention Code 7th edition section F-121, Automated External Defibrillators (AED) are required to be installed by June 8, 2024 in the following occupancies: FIRE PREVENTION CODE 3.15 Remove permanent door stop from self closing door(s). IRE PREVENTION CODE 3.31 Door needs service or repair. FIRE PREVENTION CODE 3.32 Aisle width not to code. FIRE PREVENTION CODE 4.1 Electrical outlet cover(s) required. FIRE PREVENTION CODE 4.2 Electrical switch cover(s) required.	
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				FIRE PREVENTION CODE 4.5 Electrical wiring not to code FIRE PREVENTION CODE 5.25 Fire alarm device in need of service or repair. FIRE PREVENTION CODE 5.4 Fire alarm system in need of service or repair. FIRE PREVENTION CODE 5.6 Breaker lock required for fire alarm breaker. FIRE PREVENTION CODE 6.37 Fire sprinkler system is in need of service or repair. FIRE PREVENTION CODE 6.39 Back flow certification required	
138	23060014	1098 HILLSBORO LLC	1098 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 2-13-2024
B	23020036	ECON REAL ESTATE LLC/PATRICK RAJKUMAR	48 WESTBURY B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- PATRICK RAJKUMAR FINES MITIGATED FOR \$4,300 TO BE PAID BY 7-9-2024

E	23080039	CASA DEERFIELD II LLC/Rosa Estevez	1221 SW 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ROSA ESTEVEZ ROSA R ESTEVEZ MITIGATION WAS DENIED FINES OF \$3,500 TO BE PAID BY 6-11-2024
F		CASA DEERFIELD II LLC/Rosa Estevez	1221 SW 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) - Landscape Requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements	RESPONDENTS WERE PRESENT- ROSA ESTEVEZ ROSA R ESTEVEZ FINES OF \$980 MITIGATED TO ZERO
G	18080184	TEMPLE BETH ISRAEL PROP LLLP	201 S MILITARY TRAIL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements.	RESPONDENTS WERE PRESENT- ATTORNEY THOMAS CONNICK JUDITH SCHNEIDER

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	FINES MITIGATED FOR \$1,580 TO BE PAID BY BY 3-12-2024
H	21070034	VEROLA,MARCUS VINICIUS LIMA,RONALDO LUIS	263 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

City of Deerfield Beach - Cultural Committee
Meeting Minutes
Monday, January 22, 2024 | 6:30 PM
Hillsboro Community Center | 50 Hillsboro Technology Drive

Call to Order and Roll Call

Chair Gombs called the meeting to order at 6:34 p.m.

Members Present: Ashley Gombs, Chair
Thelema Lamar, District 2

Also Present: Carolyn Marshall, Manager I
Lauren Goas, Administrator of Special Events & Athletics
Amelia Jadoo, Assistant City Attorney
Greg Warner, Director of Parks and Recreation - via Zoom
Horace McHugh, Deputy City Manager

Absent: Deborah Sullivan, District 1

Approval of Minutes - December 12, 2023

MOTION was made by Ms. Gombs, seconded by Ms. Lamar to approve the minutes as submitted. The motion CARRIED unanimously.

Staff Updates - None

Amelia Jadoo, City Attorney, Updates - None

Outdoor Recreation Legacy Partnership Grant for Mayo Howard Park - Greg Warner, Director of Parks & Recreation, presented the conceptual plan to renovate Mayo Howard Park and the opportunity to apply grant funding for up to \$2.5 million from the Outdoor Recreation Legacy Partnership.

After a brief discussion regarding the design, staff explained that the request was for approval to support the \$2.5 million grant to redevelop the park. Although a concept was provided, community engagement will be sought prior to finalizing the detailed design. Furthermore, a community engagement meeting was scheduled for February, 7, 2024 at the Highlands Community Center at 6pm.

MOTION was made by Ms. Lamar, seconded by Ms. Gombs to support the Outdoor Recreation Legacy grant. The motion CARRIED unanimously.

Art Stroll Opportunities - There was discussion about the Cultural Committee setting up a table to sell snacks at the Art Stroll event. Staff explained that as part of the event,

there were food trucks and vendors who were engaged to sell food, snacks, dessert and drinks.

MOTION made by Ms. Lamar, seconded by Ms. Gombs to decline participation in the Art Stroll Event. The motion CARRIED unanimously.

Proposal - February 24, 2024 - Ms. Lamar summarized a proposal from the "Theater of Creative Consciousness" to conduct an event on February 17 or 24, 2024 in recognition of Black History month. Staff stated that February 17th would not be an option due to the Pioneer Days celebration. Committee members discussed the logistics of the event, which would need to be confirmed with the vendor and resolved with staff. After further discussions, it was determined that there would need to be more advanced planning required to finalize the logistics with the vendor in order to promote and conduct a successful event.

The proposal for the "Theater of Creative Consciousness" performance was rejected.

MOTION was made by Ms. Gombs, seconded by Ms. Lamar to deny the proposal. The motion PASSED unanimously.

Comments from Committee

Ms. Lamar stated that the colors displayed for the Kwanzaa lights were not correct and she would like to see the Kwanzaa light corrected next year. A request was made to incorporate activities for Kwanzaa in schools, as well as in the City's aftercare activities for next year.

The Committee acknowledged that they had no activities for Kwanzaa, Black History Month or Pioneer Days; therefore, they asked about partnering with the African American Heritage Board to conduct some activities, or to get some ideas of activities from the African American Heritage Board. Staff advised that individual Cultural Committee members could attend the next African American Heritage Board meeting and give input as a member of the public, or they could request to be placed on the agenda.

It was the consensus of the Committee for members to attend the African American Heritage Board meeting on February 8, 2024.

It was the consensus of the Committee to use the next meeting as an opportunity to discuss future events/activities that they desired to have for the remainder of the year.

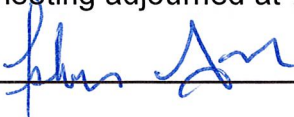
Comments from Staff

Staff reminded the Committee that events that are being proposed would need to be discussed and finalized months in advance of the dates. It was noted that another committee had already started working on the plans for Juneteenth and this committee should be encouraged to do the same.

Comments from the Public - None

Next Meeting - February 26, 2024 (due to President's Day Holiday on February 19, 2024)

Adjournment - The meeting adjourned at 7:40 p.m.

Minutes Approved  **Date** 2/26/24

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, February 12, 2024
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

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

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Christopher Creed, P.E., D.C.E, Olsen Associates, Inc. (Via
Zoom)
Joseph Trotta, Hillsboro Inlet District Employee
Alex Alvarado, Hillsboro Inlet District Employee
Danilo Mina, Hillsboro Inlet District Employee
Woodworth R. Draughon II
Scott Evans
Leverdieu Francois

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

APPROVAL OF MINUTES: A Motion to approve the January 22, 2024 Regular Meeting Minutes was made by Vice Chair Gore and seconded by Commissioner Loesel.

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

The Motion to approve the Regular Meeting Minutes was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Vice Chair Gore for approval of all outstanding bills in the amount of \$45,306.96. The bills were reviewed and discussed in detail.

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

The Motion to approve the outstanding bills in the amount of \$45,306.96 was approved unanimously. (7-0)

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

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

The Motion to approve the current month's expenses of approximately \$50,000.00 was approved unanimously. (7-0)

INLET STATUS REPORT: Captain Draughon advised the Board no depth chart due to weather and advised that he will provide soundings when weather permits. There was 24.5 hours of dredging time, resulting in about 11,025 yd³ of sand bypassed to Pompano Beach.

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

1. Coupling for gear box on the dredge failed and it was replaced;
2. Flapper valve gave out on the dredge and the crew fixed it themselves and saved \$10,000.00;
3. Replaced the windows throughout the dredge;
4. Installed a horn on the dredge; and
5. Put amber marker lights all around the dredge for safety.

Commissioner Campbell inquired if the shoal had been addressed. Captain Woody stated once the crew gets the dredge going, they can address the shoal.

PUBLIC COMMENTS: None.

NEW BUSINESS

LEVERDIEU FRANCOIS – RECOGNITION OF 40-YEARS OF SERVICE: Leverdieu Francois was thanked by the Commissioners and his co-workers for his wonderful forty (40) years of service and was presented with a plaque from the District.

DISTRICT WEBSITE REDESIGN, ADMINISTRATION, AND UPDATE: District Accountant Andrews discussed a proposal from Digital Deployment, Inc. d/b/a Streamline for the creation of a platform for the District to use that will be compliant with the most up-to-date federal and state statutory requirements and the built-in features will make it easy for internal personnel at the District to change content, design quickly and other tools that the District can use. Attorney Tolces stated this platform is a bit more user friendly for the public and easier to use and also advised the Board there is legally nothing wrong with the District's website that is now being used. Attorney Tolces advised that Streamline's proposal start-up cost is \$4,200.00 and \$300.00 monthly thereafter.

District Accountant Andrews advised the Board that the District pays about \$1,200.00 to \$1,500.00 a year now for the website that the District now has.

Commissioner O'Neill inquired how many hits the District gets on it's website each month. He also asked if District Accountant Andrews looked in Broward County or the State of Florida for the same services. District Accountant Andrews stated the District has not looked into other companies. Chair Bryan asked if Commissioner O'Neill would like to do some research and he stated he will. He also looked up several government entities in Broward County to see who they use and many of the counties self-administer their IT department. Attorney Tolces stated the District is a small agency and we are limited on what the District has to put on it's website and we do not have to do anything on this now. Chair Bryan asked each Commissioner their position on looking into Streamline or another platform. Chair Bryan asked District Accountant Andrews to look into the charges of what the District pays for the website for the past twelve (12) months we use now for due diligence.

UPDATE AS TO SAND BYPASS AND MAINTENANCE DREDGING PERMIT APPLICATION: Chris Creed of Olsen Associates, Inc. advised the Board that they are continuing to work on the activities associated with the Maintenance Dredging Permit Application. Florida Department of Protection has requested a little bit more information. They are working on collecting more information about turbidity generation during sand bypass activities which is related to protection of adjacent seagrass and coral hardbottom. Coastal Eco Group is working with Captain Draughon to schedule a time to collect drone imagery of water and potential turbidity conditions when sand excavation is occurring. Mr. Creed advised that they are working towards submitting this document before the end of March.

Mr. Creed advised that the 2023 annual Sand Bypassing Report has been initiated and they are working with Captain Draughon to get the final volume breakdown between sand volumes placed along the Pompano Beach and Coast Guard Beach.

Mr. Creed advised that upcoming work consists of an updated inlet management and sediment budge study and inlet management plan update and new U.S. Army Corps of Engineers permit for continued sand bypassing.

Commissioner Campbell advised of the Hillsboro/Deerfield Beach joint venture. Pompano Beach has not been done yet, but that is in progress. He advised Mr. Creed that he can give information to him and how to analyze it.

Mr. Creed advised that the previously authorized general services budget of \$20,000.00 has been exhausted. This budget was approved on February 22, 2023.

Motion was made by Vice Chair Gore and seconded by Commissioner Loesel to approve Olsen Associates, Inc's proposal for additional funding not to exceed in the amount \$17,500.00 on an as needed basis.

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

Motion to approve Olsen Associates, Inc.'s proposal for additional funding not to exceed in the amount of \$17,500.00 on as needed basis was approved unanimously. (7-0)

OLD BUSINESS

HEALTH INSURANCE DISCUSSION: Attorney Tolces advised that this item was continued from the November meeting. He advised that Commissioner Chappell is not here tonight due to a conflict. Chair Bryan advised the Board that this item should be tabled until next month as this is an important matter to Commissioner Chappell.

GENERAL COUNSEL COMMENTS: Attorney Tolces advised the Board that they were copied on a letter his firm sent to FDEP relating to the issue of the ownership of the property south of the south jetty where the property owner has applied for a dock permit. Based upon research that one of his law partners has done and looking at title work and that they have done it is believed that the property is owned by another corporate entity and that therefore the property owner does not has sufficient ownership interest to be able to construct the dock on the property. That letter was sent to Florida Department of Environmental Protection. The District received a copy of a letter from Florida Department of Environmental Protection to the property owner asking for additional information relating to ownership of the property. The owners have one hundred eighty (180) days to respond.

COMMISSIONER COMMENTS: Commissioner Campbell advised the Board that he attended the Florida Shore and Beach Preservation Tech Conference and incurred expenses of \$500.00 for

the cost of the meeting and \$1,200.00 for the hotel and asked if the Board would consider post approval for reimbursement of these expenses.

Motion was made by Vice Chair Gore and seconded by Commissioner Loesel to approve the reimbursement of Commissioner Campbell's expenses in the amount of \$500.00 for the cost of the meeting and \$1,200.00 for the hotel for attending the Florida Shore and Beach Preservation Tech Conference.

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

Motion to approve Commissioner Campbell's expenses in the amount of \$500.00 for the cost of the meeting and \$1,200.00 for the hotel for attending the Florida Shore and Beach Preservation Tech Conference was approved unanimously. (7-0)

Chair Bryan advised that the next meeting date will be March 11, 2024.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 7:25 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
February 14, 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 Chair Belton.

Roll Call:

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

Also Present: Daniel Mantell, Planning and Zoning Manager
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

APPROVAL OF MINUTES OF PREVIOUS MEETING

Motion was made by Mr. Cummings, seconded by Mr. Hugentugler to approve the December 14, 2023 and January 24, 2024 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7124 The Preserve at Deer Creek
500 Jefferson Drive
Paint Change**

**#7123 The Preserve at Deer Creek
500 Jefferson Drive
Reroof**

Chair Belton said the two applications will be discussed together, but voted on separately.

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

Sean Sorise, applicant, provided renderings of the proposed changes, which include repainting the exterior of the existing buildings and replacing the tile roof with a charcoal shingle roof. Currently, the roofs are experiencing issues with leaks and the building needs fresh paint with a different color scheme. Exterior color paint selection from Sherwin Williams will consist of Origami White (7636) for trim and Urbane Bronze (7048) for Fascia/Soffit Paint/Garages. The amenities will be Shiitake (9173), Gossamer Veil (9165) and Origami White (7636). Coordinating accent paint for unit entry doors will be Dark Night (6237), Still Water (6223), and Rocky River (6215).

In response to board member comments, Mr. Sorise stated that the shingle roof is the best option, in his opinion.

Chair Belton spoke in opposition to the shingle roof selection and would prefer the tile roof.

Mr. Cummings made a motion, seconded by Mr. Hugentugler to approve Item #7124 as submitted. The motion CARRIED by unanimous vote.

Mr. Cummings made a motion, seconded by Mr. Hugentugler to approve Item #7123 as submitted.
Voice Vote:

Yeas: Mr. Cummings, Ms. Ellington, Mr. Hugentugler
Nays: Chair Belton

**#7072 Deerfield Park Professional Center
200 - 380 Natura Avenue
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 but must be trademarked or registered on the State or Federal level. Maximum letter height is 24 inches and the logo size cannot exceed the height of the largest letter, and faces and returns should all match. The font will be Helvetica Bold and color may be navy blue or black.

In response to board member questions, Ms. Bogen replied that the property owners will not have any issues with the recommended changes.

Mr. Cummings made a motion, seconded by Mr. Hugentugler to approve Item #7072 with the stipulation to have upper and lowercase options. The motion CARRIED by unanimous vote.

**#7111 Hillsboro Commerce Park
234 – 288 SW 12th Avenue
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 no logo symbols are permitted; the panel size is 48" x 16", single line message with a maximum of 6" – 8" uppercase letters, and two-line message a maximum of 4" uppercase letter, per line. The font will be Arial Bold, backer panels white and aluminum letters black.

In response to board member questions, Ms. Bogen replied that the property owners will not have any issues with the recommended changes.

Mr. Cummings made a motion, seconded by Mr. Hugentugler to approve Item #7111 with the stipulation for upper and lowercase letters, and Helvetica font for all signs on the property. The motion CARRIED by unanimous vote.

Nomination of Vice Chair

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

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, wished the board Happy Valentine's Day.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said there are pending applications to be approved, so a meeting on the 28th is likely to occur.

ADJOURNMENT

Mr. Cummings made a motion, seconded by Mr. Hugentugler to adjourn the meeting at 7:51 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - March 19, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, March 19, 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 19, 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 19, 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 19, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83790078821?pwd=bFZOYy9SdjBNa0hZejlNKY2ZoOHU5QT09>
 - 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: 837 9007 8821#, Participant ID: #, Passcode: 837735#

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 19, 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. 2024-128

Agenda Date: 3/19/2024

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING A PORTION OF A TWENTY-FOOT UTILITY EASEMENT AND A THIRTY-FOOT WIDE ROAD RIGHT-OF-WAY LOCATED IN THE VICINTY OF 409, 412-418, 424, 430, 446, 450 AND 458 NORTH RIVER DRIVE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for April 2, 2024

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Abandonment Application No. 24-A-201 is a request to abandon an easement and a right-of-way on the subject parcels. Upon a recent title search conducted by the property owner, two additional easements were discovered that are required to be abandoned prior to development of the parcel.

The following existing platted easement and ROW conflict with the proposed site plan and are included as part of the abandonment request.

Instrument	Existing Easement/ROW included in Abandonment
1. Plat Book 6, Page 9	30 foot wide road right-of-way
2. ORB 5631 PG 857	A portion of a 20 foot wide utility easement

Copies of the sketch and legal for the easement, right of way and proposed site plan (showing the location of the proposed abandonments) are attached for reference.

On August 4, 2020, the City Commission voted to approve multiple items related to the Vista Clara apartment complex. Among those, was application 19-A-195, which abandoned seven easements that would not be needed with the new proposed development.

On April 25, 2023, the City Commission voted to approve two utility easements and one road and maintenance easement for the Vista Clara apartment complex (22-A-199).

City Code Section 98-12(6) requires that the City Commission approve all vacations and abandonments of public lands or utility and other platted easements.

ORDINANCE NO. 2024/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING A
PORTION OF A TWENTY-FOOT UTILITY EASEMENT AND A THIRTY-
FOOT WIDE ROAD RIGHT-OF-WAY LOCATED IN THE VICINITY OF
409, 412-418, 424, 430, 446, 450 AND 458 NORTH RIVER DRIVE (VISTA
CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN
EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach received an application (Application 24-A-201) (the “Application”) from Deerfield Development Resources, LLC, (the “Applicant”) to vacate and abandon a portion of a 20-foot wide utility easement (recorded in O.R.B. 5631, PG 856) (the “Easement”) and a 30-foot wide right-of-way (recorded in Plat Book 6, PG. 9) (the “Right-of-Way”) located in Deerfield Beach, Florida, as more particularly described on Exhibit “A”; and

WHEREAS, on August 4, 2020, the City approved the rezoning of twelve parcels, the site plan, plat and abandonment of seven easements related to the Vista Clara multi-family residential planned development, which is located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive and 409 N. River Avenue (the “Development”); and

WHEREAS, on April 25, 2023, the City approved the abandonment of two utility easements and one 15-foot road and maintenance easement related to the Development; and

WHEREAS, subsequent to the Development approvals and the abandonment of the easements approved on August 4, 2020 and April 25, 2023, a new title search was completed and the Applicant discovered the existence of an additional Easement and the existing road Right-of-Way that requires abandonment; and

WHEREAS, the Application has been submitted to enable the Development of the twelve parcels, and the following existing utility easement and right-of-way, as more particularly described in Exhibit “A”, conflict with the site plan approved on August 4, 2020 for the Development and are included in the Applicant’s abandonment request:

1. Plat Book 6, Page 9 - 30-foot-wide road right-of-way
2. ORB 5631, PG 857 - A portion of a 20-foot-wide utility easement; and

WHEREAS, the Application submittal includes a letter of no objection from all affected franchise utilities as part of the Application to the City; and

WHEREAS, Staff’s review of the Application has found that the proposed abandonment of the utility easement and the Right-of-Way is consistent with the Future Land Use Element of the Comprehensive Plan, the City’s Official Zoning Map and the Land Development Code; and

WHEREAS, City staff finds that there is no public purpose and use in retaining the Easement or the Right-of-Way.

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

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

Section 2. The legal descriptions of the Easement and Right-of-Way to be abandoned are as set forth on the attached Exhibit “A”.

Section 3. The City Commission hereby finds that there is no public purpose and use in retaining the portion of Easement as a utility easement and hereby find that the Easement as set forth on Exhibit “A” should be vacated and abandoned. The Easement is hereby vacated and abandoned.

Section 4. The City Commission hereby finds that there is no public purpose and use in retaining the road Right-of-Way and hereby find that the Right-of-Way, as set forth on Exhibit “A” should be vacated and abandoned. The Right-of-Way is hereby vacated and abandoned.

Section 5. This Ordinance was noticed and adopted in accordance with State law.

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

Section 7. This Ordinance shall take effect immediately upon adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

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Kimley»Horn

1615 S CONGRESS AVE, SUITE 201
DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 0000696
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Stantec Architecture Inc - AA26000733
Elvira Freire-Santamaria Lic. # AR95213

[illegible]

CITY
ABANDONMENT
EXHIBIT

VISTA CLARA
PREPARED FOR
DEERFIELD DEVELOPMENT
RESOURCES, LLC

DEERFIELD BEACH FL
Title

AS SHOWN		NOV. 2023
Project No.	Scale	
140403001		
Revision	Drawing No.	

Page 89 of 585



EXISTING EASEMENTS TO BE ABANDONED



① COSDEN AND BLACKNELL PLAT BOOK 6, PAGE 9

2 CITY CONSTRUCTION EASEMENT ORB 5631 PAGE 857

EXHIBIT A

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD '88 ELEV. + 1.57' = NGVD '29 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

811

Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DESCRIPTION:

BEING A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH RIVER AVENUE, AS SHOWN ON SAID PLAT, N35°59'30"E, A DISTANCE OF 161.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N35°59'30"E, A DISTANCE OF 30.45 FEET; THENCE N44°07'51"W, A DISTANCE OF 30.47 FEET; THENCE N15°58'10"W, A DISTANCE OF 81.50 FEET; THENCE N29°19'23"W, A DISTANCE OF 96.43 FEET; THENCE N40°27'55"W, A DISTANCE OF 9.82 FEET; THENCE N26°16'19"W, A DISTANCE OF 33.28 FEET; THENCE N33°01'41"W, A DISTANCE OF 42.36 FEET; THENCE N02°28'03"E, A DISTANCE OF 41.04 FEET; THENCE N14°07'30"E, A DISTANCE OF 213.40 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 7, RIVERVIEW TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF LOT 6, BLOCK 1, RIVERVIEW TERRACE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, S88°36'10"W, A DISTANCE OF 31.14 FEET; THENCE S14°07'30"W, A DISTANCE OF 208.13 FEET; THENCE S02°28'03"W, A DISTANCE OF 53.71 FEET; THENCE S33°01'41"E, A DISTANCE OF 50.20 FEET; THENCE S26°16'19"E, A DISTANCE OF 35.25 FEET; THENCE S40°27'55"E, A DISTANCE OF 10.63 FEET; THENCE S29°19'23"E, A DISTANCE OF 89.99 FEET; THENCE S15°58'10"E, A DISTANCE OF 85.51 FEET; THENCE S44°07'51"E, A DISTANCE OF 43.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,874 SQUARE FEET OR 0.3874 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N00°42'14"W, ALONG THE WEST LINE OF COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 08, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



Digitally signed by
David Lindley
Date: 2023.12.08
12:31:11 -05'00'
Adobe Acrobat
version:
2017.011.30142

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB 3591

DATE 12-08-2023

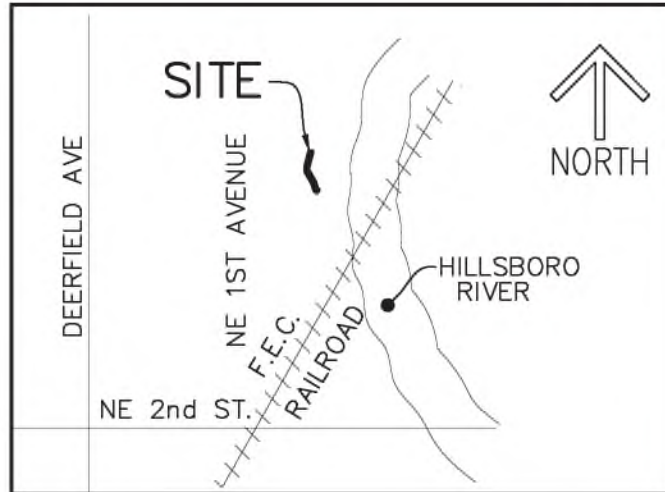
DRAWN BY SAS

F.B./ PG. N/A

SCALE NONE

JOB NO.7954-RW Aban

**COSDEN AND BRACKNELL,
RIGHT-OF-WAY ABANDONMENT
SKETCH & DESCRIPTION**



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS:

- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT
- P.B. – PLAT BOOK
- PG(S). – PAGES
- R/W – RIGHT-OF-WAY
- O.R.B. – OFFICIAL RECORDS BOOK
- LB – LICENSES BUSINESS
- F.E.C. – FLORIDA EAST COAST
- ST. – STREET
- AVE. – AVENUE
- BCR – BROWARD COUNTY RECORDS
- PBCR – PALM BEACH COUNTY RECORDS

THIS IS NOT A SURVEY

SHEET 2 OF 3

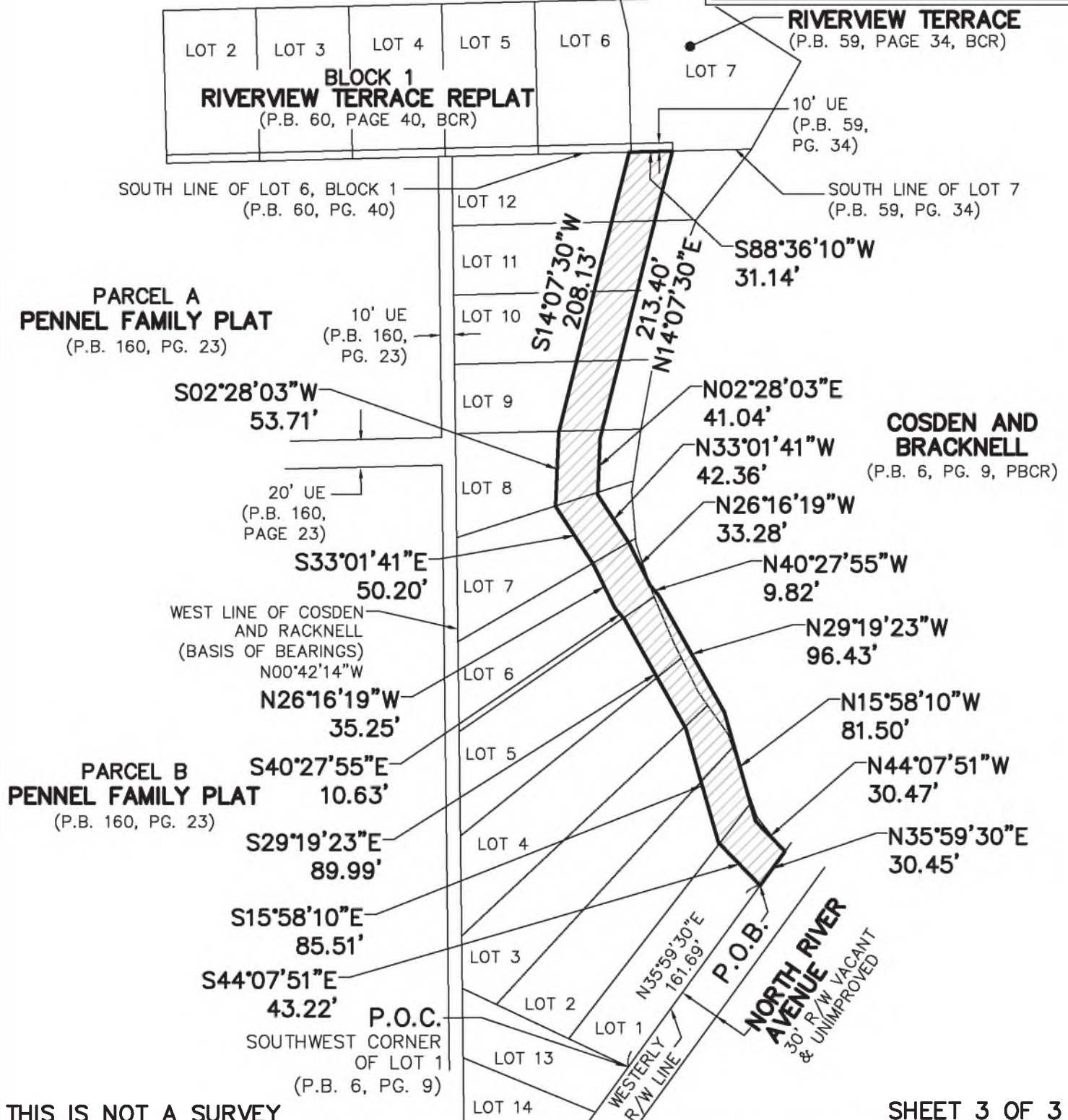


CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**CODSEN AND BRACKNELL,
RIGHT-OF-WAY ABANDONMENT
SKETCH & DESCRIPTION**

DATE	12-08-2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7954-RW Aban



SHEET 3 OF 3

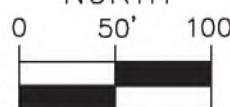


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PHONE (561)-392-1991 / FAX (561)-750-1452



NORTH



1 INCH = 100 FEET

DATE 12-08-2023

DRAWN BY SAS

F.B./ PG. N/A

SCALE 1"=100'

JOB NO.7954-RW Aban

COSDEN AND BRACKNELL,
RIGHT-OF-WAY ABANDONMENT
SKETCH & DESCRIPTION

OPINION OF TITLE

Broward County Land Development Code - Section 5-189(c)(3)
Florida Statutes Chapter 177

To: Broward County Board of County Commissioners

With the understanding that this Opinion of Title is furnished to Broward County Board of County Commissioners, as inducement for acceptance of a proposed vacation easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the below described property covering the period from the beginning to the 11th day of January, 2024, at the hour of 8:00 A.M., inclusive, of the following described property:

BEING A PORTION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH RIVER AVENUE, AS SHOWN ON SAID PLAT, N35 DEGREES 59'30"E, A DISTANCE OF 161.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N35 DEGREES 59'30"E, A DISTANCE OF 30.45 FEET; THENCE N44 DEGREES 07'51"W, A DISTANCE OF 30.47 FEET; THENCE N15 DEGREES 58'10" W, A DISTANCE OF 81.50 FEET; THENCE N29 DEGREES 19'23"W, A DISTANCE OF 96.43 FEET; THENCE N40 DEGREES 27'55"W, A DISTANCE OF 9.82 FEET; THENCE N26 DEGREES 16'19" W, A DISTANCE OF 33.28 FEET; THENCE N33 DEGREES 01' 41 " W, A DISTANCE OF 42.36 FEET; THENCE N02 DEGREES 28' 03" E, A DISTANCE OF 41.04 FEET; THENCE N14 DEGREES 07'30"E, A DISTANCE OF 213.40 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 7, RIVERVIEW TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF LOT 6, BLOCK 1, RIVERVIEW TERRACE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 60, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, S88 DEGREES 36 '10"W, A DISTANCE OF 31.14 FEET; THENCE S14 DEGREES 07'30"W, A DISTANCE OF 208.13 FEET; THENCE S02 DEGREES 28'03"W, A DISTANCE OF 53.71 FEET; THENCE S33 DEGREES 01'41"E, A DISTANCE OF 50.20 FEET; THENCE S26 DEGREES 16'19"E, A DISTANCE OF 35.25 FEET; THENCE S40 DEGREES 27'55"E, A DISTANCE OF 10.63 FEET; THENCE S29 DEGREES 19'23"E, A DISTANCE OF 89.99 FEET; THENCE S15 DEGREES 58'10"E, A DISTANCE OF 85.51 FEET; THENCE S44 DEGREES 07'51"E, A DISTANCE OF 43.22 FEET TO THE POINT OF BEGINNING..

Said lands situate, lying and being in the City of Deerfield Beach, Broward County, Florida.

Legal Description (*must match plat legal description*)

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Deerfield Development Resources, LLC, a Florida limited liability company, as to Fee Simple Interest by virtue of Special Warranty Deed recorded at Instrument No. 116951777 and 116951778.

NOTE: If any property owner is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to execute the plat dedication.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): See the following instruments recorded in the Public Records of Broward County, Florida

(If any mortgage holder is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to join in or approve the easement vacation.

Mortgage in favor of Amerant Bank, N.A. Instrument No. 116951779

Assignment of Leases and Rents in favor of Amerant Bank, N.A. Instrument No. 116951780

UCC Financing Statement in favor of Amerant Bank, N.A. Instrument No. 116951781

Encumbrances of Record:

Please note the following recorded in the Public Records of Broward County, Florida:

List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats].

See the following documents recorded in the Public Records of Broward County, Florida.

<u>Type of Instrument</u>	<u>O.R. Book/Instrument No.</u>	<u>Page</u>
Resolution No. 2020/098	Instrument No.	117188774
Covenant	Instrument No.	117188775
Permit	Instrument No.	119043709

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 18th day of January, 2024.

GREENSPOON MARDER LLP



Name: Thomas F. Coyle, Jr., Esq., for the firm
Florida Bar No. 0298920

City of Palm Beach
FEB - 1 2024
Received
Planning & Dev. Svcs.

DESCRIPTION:

A PORTION OR LOTS 1, 2, AND 3 OF THE COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THOSE PORTIONS OF LOTS 1, 2, AND 3 LYING WITHIN 20 FEET AND MEASURED PERPENDICULAR TO THE FOLLOWING DESCRIBED LINE TO WIT:

A LINE COMMENCING AT A POINT 15 FEET SOUTHERLY FROM THE NORTHEAST CORNER AND ALONG THE EASTERLY BOUNDARY OF LOT 13 OF THE COSDEN AND BRACKNELL ADDITION TO DEERFIELD AND CONTINUING IN A NORTHWESTERLY DIRECTION THROUGH THE NORTHWEST CORNER OF LOT 13.

ALSO KNOWN AS:

BEING ALL OF THAT CERTAIN ROAD AND MAINTENANCE EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5631, PAGE 857 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN LOT 13, COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE EAST LINE OF SAID LOT 13, S35°59'30"W, A DISTANCE OF 15.00 FEET; THENCE N58°11'44"W, A DISTANCE OF 130.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE NORTH LINE OF SAID LOT 13, S64°40'28"E, A DISTANCE OF 132.58 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S39°59'30"W, ALONG THE EAST LINE OF LOT 13, COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 9 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 06, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.

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7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE 12-06-2023

DRAWN BY SAS

F.B./ PG. N/A

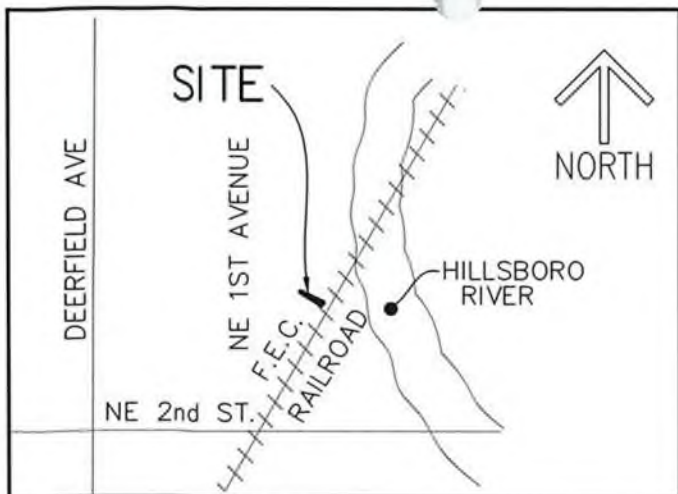
SCALE NONE

JOB NO. 7954-UE8

**LOT 13, COSDEN AND BRACKNELL, UTILITY EASEMENT ABANDONMENT
(OFFICIAL RECORDS BOOK 5631, PAGE 857)
SKETCH & DESCRIPTION**

FEB - 1 2024

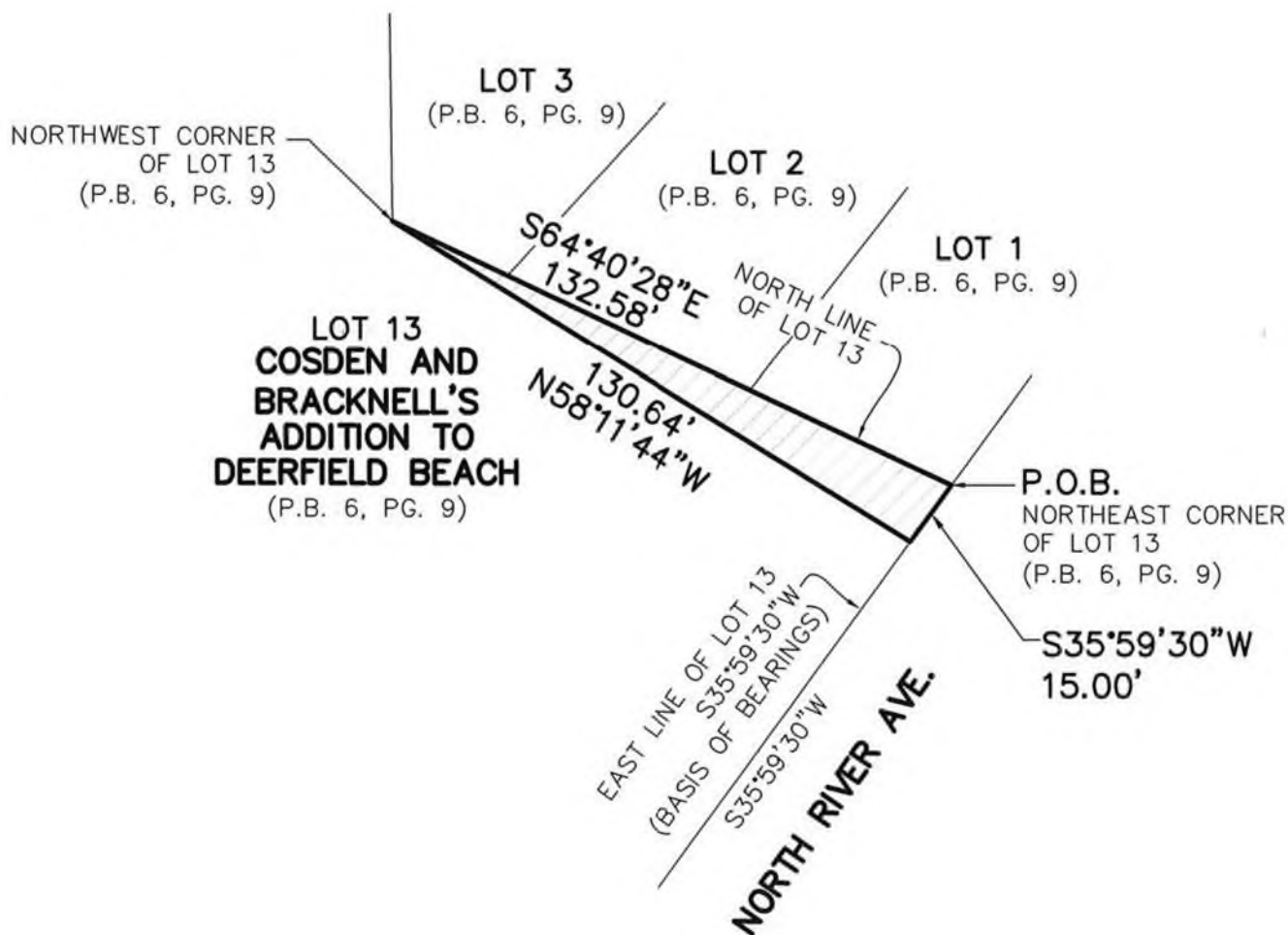
Received
Planning & Dev. Svcs.



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS:

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.B. - PLAT BOOK
- PG(S). - PAGES
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORDS BOOK
- LB - LICENSES BUSINESS
- AVE. - AVENUE
- F.E.C. - FLORIDA EAST COAST
- ST. - STREET



THIS IS NOT A SURVEY

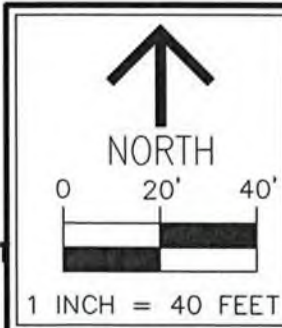
SHEET 2 OF 2



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**LOT 13, COSDEN AND BRACKNELL, UTILITY EASEMENT ABANDONMENT
(OFFICIAL RECORDS BOOK 5631, PAGE 857)
SKETCH & DESCRIPTION**



DATE 12-06-2023

DRAWN BY SAS

F.B./ PG. N/A

SCALE 1"=40'

JOB NO. 7954-UE8

OPINION OF TITLE

Broward County Land Development Code - Section 5-189(c)(3)
Florida Statutes Chapter 177

To: Broward County Board of County Commissioners

With the understanding that this Opinion of Title is furnished to Broward County Board of County Commissioners, as inducement for acceptance of a proposed vacation easement covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the below described property covering the period from the beginning to the 11th day of January, 2024, at the hour of 8:00 A.M., inclusive, of the following described property:

A PORTION OR LOTS 1, 2, AND 3 OF THE COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Said lands situate, lying and being in the City of Deerfield Beach, Broward County, Florida.

Legal Description (*must match plat legal description*)

Include reference to and copy(ies) of original deeds vesting title to current owner(s)

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Deerfield Development Resources, LLC, a Florida limited liability company, as to Fee Simple Interest by virtue of Special Warranty Deed recorded at Instrument No. 116951777 and 116951778.

City of Deerfield Beach, a municipal corporation of Florida, as to Easement interest, by virtue of Easement Deed recorded in Official Records Book 5631, Page 857.

NOTE: If any property owner is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to execute the plat dedication.

Subject to the following:

Mortgage(s) of Record (*if none, state none*): See the following instruments recorded in the Public Records of Broward County, Florida

(If any mortgage holder is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to join in or approve the easement vacation.

Mortgage in favor of Amerant Bank, N.A. Instrument No. 116951779

Assignment of Leases and Rents in favor of Amerant Bank, N.A. Instrument No. 116951780

UCC Financing Statement in favor of Amerant Bank, N.A. Instrument No. 116951781

Encumbrances of Record:

Please note the following recorded in the Public Records of Broward County, Florida:

List of easements and Rights-of-Way lying within the plat boundaries (*if none, state none*). (Attach copies of all recorded document(s) [excluding recorded plats].

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<u>Type of Instrument</u>	<u>O.R. Book</u>	<u>Page</u>
Resolution No. 2020/098	Instrument No.	117188774
Covenant	Instrument No.	117188775

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 18th day of January, 2024.

GREENSPOON MARDER LLP



Name: Thomas F. Coyle, Jr., Esq., for the firm
Florida Bar No. 0298920

500ft Public Notification Boundary



Public Hearing Notice Map

Abandonment Application 24-A-201

**414, 430, 454 & 480 NE 1 AVE;
240 NE 5 ST; 409 N RIVER AVE;
424, 430, 446, 450 & 458 N RIVER DR**

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





Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	24-A-201
Project Name:	Vista Clara Deerfield Beach
Applicant:	Deerfield Development Resources, LLC
Agent:	Christopher Partridge/Joshua Horning of Kimley-Horn
Requested Action/Description:	Abandonment application seeking approval to abandon an easement and a right-of-way not originally abandoned by applications 22- A-199 and 19-A-195.
Location:	409, 412-418, 424, 430, 446, 450, and 458 N. River Dr.
Legal Description:	Generally described as several parcels of land in SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY
Size:	+/- 8.4 acres (gross)
Existing Zoning:	PDD (Planned Development District)
Existing Land Use:	Residential Irregular (39 du / ac)
Surrounding Land Use and Zoning:	
<u>Existing Land Use</u>	<u>Zoning</u>
North: Single Family Residential	RS-5 (Residence, Single Family)
East: Waterbody	N/A
South: Warehouse / Storage	B-3 (Business, General)
West: Multi-Family Residential, Duplex, Single Family Residential, Vacant	RS-5 (Residence, Single Family)
Applicable Regulations:	City of Deerfield Beach Land Development Code

Department Comments & Requirements

REQUEST:

Abandonment Application No. 24-A-201 is a request to abandon an easement and a right-of-way on the subject parcels. Upon a recent title search conducted by the property owner, two additional easements were discovered which are required to be abandoned prior to development of the parcel.

Instrument	Existing Easement included in Abandonment
1. Plat Book 6, Page 9	30 foot wide road right-of-way
2. ORB 5631 PG 857	A portion of a 20 foot wide utility easement

Copies of the sketch and legal for the easements and proposed site plan (showing the location of the proposed abandonments) are attached for reference.

BACKGROUND:

On April 7, 2020 the City Commission voted to approve multiple items related to the Vista Clara apartment complex. Among those, was application 19-A-195, which abandoned seven easements that would not be needed with the new proposed development.

Upon a new title search, the applicant has discovered three additional easements which are required to be abandoned prior to development of the parcel. On April 25, 2023, the City Commission voted to approve the abandonment of three additional easements.

Section 98-12(6) requires that the City Commission approve all vacations and abandonments of public lands or utility and other platted easements.

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

PLANNING CONSIDERATIONS:

None

ENVIRONMENTAL SERVICES COMMENTS:

None

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Vista Clara Abandonment	Application No.:	24-A-201
Reviewer Name:	Christopher Suneson	Project Address:	409, 412-418, 424, 430, 446, 450, and 458 N. River Dr
Department / Division:	Planning & Zoning		
Position:	Asst. Director		
Date of Review:	02/23/24		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	The Project coordinator, Christopher Suneson, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
2.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
3.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
4.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
5.	All approved Abandonments shall be recorded with Broward County Official records and copies provided to the City.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Vista Clara -Pennell 418 Abandonment	Application No.:	24-A-201
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	02-26-24		
Submittal No.:	1		

A. EASEMENT VACATION:

1.	NO OBJECTION TO PROCCED WITH EASEMENT VACATION
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DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Vista Clara Deerfield Beach

Property Owner: Christopher Partridge on behalf of Deerfield Development Resources, LLC.

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Joshua Horning

Address of Property: Please refer to attachment below.

Legal Description of Property (lot, block, tract, subdivision):
Please refer to attachment below.

Description of Project: Applicant is seeking to abandon dedicated easements that were missed during original abandonment.
Cosden and Bracknell Plat Book 6 page 9, and City Construction Easement ORB 5631 PG 857

New Development (Y/N): Yes

Zoning District: RS5, RM10, B3

Existing Use: Marina, Vacant

Lot Area (acres): +/- 8.4

Sq. Ft. of Structure (existing): _____

Modification to Existing Development (Y/N): No

Future Land Use Category: Residential Irregular

Proposed Use: Multi-Family

Number of Dwelling Units (proposed): 326

Sq. Ft. of Structure (proposed): _____

Agent Signature: _____

Name Printed: Joshua Horning

Address: 1615 South Congress Avenue, Suite 201, Delray Beach, FL 33445

Telephone: 561.404.7240

Email: josh.horning@kimley-horn.com

Owner Signature: _____

Name Printed: Christopher Partridge

Address: 1769 NE 33rd Street, Pompano Beach, FL 33064

Telephone: 954.906.9621

Email: chp@PartridgeEquities.com





For Office Use Only
Application No. 24-A-201
Submittal Date: _____

ATTACHMENT H

APPLICATION FOR ABANDONMENT & VACATION

Pursuant to Code Section 98-13(k).- *Vacation Or Abandonment Of Property, Etc. Applications.*

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

Check applicable box:

- ☒ Dedicated or Platted Easement ☐ Dedicated Street, Alley or Right-of-Way

REQUIRED SUBMITTALS

All of the following must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☐ **Complete Application** (Including Development Application Form)
- ☐ **Application Processing Fee** (See fee schedule)
- ☐ **Certificate of Title** listing all adjacent owners and persons with recorded mortgages thereon.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **(5) 24" x 36" and (1) 11" x 17" copies of a Current Survey** (12 months or less) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b). *January 29th 2020*
- ☒ **(5) 24" x 36" and (1) 11" x 17" copies of a Signed and Sealed Survey** (12 months or less) of the area to be abandoned, including all property adjacent thereto, and the certified legal description of the area to be abandoned/ vacated.
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.



A. VACATION AND ABANDONMENT INFORMATION

The undersigned desires the vacation and abandonment of the following portion of a dedicated or platted easement, to wit:

Cosden and Blacknell Plat Book 6 Page 9.

City Construction Easement ORB 5631 Page 857.

Reason for vacation and abandonment:

The existing easements are in conflict with what is proposed on site.

The abandonments are being requested to complete the previously requested abandonments on site. Updated Title work had indicated two (2) additional easements that were not originally abandoned by Application 19-A-195 (Vista Clara Apartments Abandonment) AKA Resolution 2020-097.

B. APPLICANT INFORMATION (Name and legal description of all abutting property owners. Please be aware that approval must be obtained from all abutting property owners with signatures provided herewith. Use additional pages if necessary.)

PROPERTY OWNER:

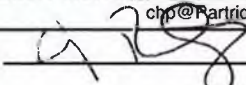
Name (Print): Christopher Partridge on behalf of Deerfield Development Resources, LLC

Property Address: 1769 NE 33rd Street, Pompano Beach, FL 33064

Legal Description of Property: See attached warranty deed.

Home/Mobile Phone: 954.906.9621

Email: chp@PartridgeEquities.com

Signature: 

PROPERTY OWNER:

Name (Print): _____

Property Address: _____

Legal Description of Property: _____

Home/Mobile Phone: _____

Email: _____

Signature: _____

PROPERTY OWNER:

Name (Print): _____

Property Address: _____

Legal Description of Property: _____

Home/Mobile Phone: _____

Email: _____

Signature: _____



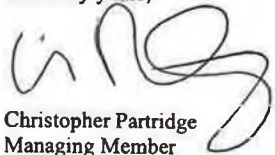
Agent Authorization for Vista Clara

To Whom It May Concern:

This is to certify that I, Christopher Partridge, Managing Member for Deerfield Development Resources, LLC, hereby authorize Joshua D. Horning, P.E. of Kimley-Horn and Associates, Inc. as an agent of Deerfield Development Resources, LLC to present any and all pertinent information to the appropriate authorities on my behalf in an effort to obtain approvals as required.

Please feel free to call me at (954) 906-9621, if you need to contact me personally.

Sincerely yours,



Christopher Partridge
Managing Member
Deerfield Development Resources, LLC
1769 NE 33rd Street
Pompano Beach, FL 33064

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 17th day of June 2022,
by Christopher Partridge He/She is personally known to me or has produced
Driver's License as identification.



Notary Public, State of Florida

My Commission Expires:





DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

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

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

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

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

I, Christopher Partridge, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

11/28/2023
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 28th day of November, 2023 by

Christopher Partridge (Affiant), who is personally known to me or has produced Florida Driver License identification.

My commission expires: Nov 16th 2026

Commission No.: HH332990



GENNARO BALLERO, JR.
Commission # HH 332890
Expires November 16, 2026

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

Gennaro Ballero Jr.
(Print, Type, or Stamp Commissioned Name of Notary Public)



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

(Attach additional sheets as needed for each item.)

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

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

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

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

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

I, Joshua Horning, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

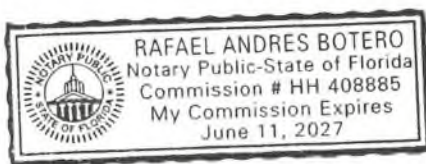
SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 22nd day of November, 2023 by

Joshua Horning (Affiant), who is personally
known to me or has produced _____ identification.

My commission expires: 6/11/27

Commission No.: HH 408885



(Signature of Notary Public - State of Florida)

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



ALTA/ACSM BOUNDARY AND TOPOGRAPHIC SURVEY

DEERFIELD BEACH, FL

DESCRIPTION:

PARCEL 1:
LOTS 1, 2, 3, 4, 5, 7, 8, 9, AND 10 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK I, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, ALL OF SAID LOTS NOW LYING AND BEING IN BROWARD COUNTY, FLORIDA;

AND
PARCELS A AND B OF PENNELL FAMILY PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 160, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND
LOT 7, BLOCK 1, OF RIVERVIEW TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59, PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:
LOTS 11 AND 12 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK I, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 3:
LOT 6 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK I, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN LOT 6, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 13, 14 AND 15, OF COSDEN AND BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

ALL THAT CERTAIN SUBDIVISION KNOWN AS ANTIBES DEVELOPMENT PLAT, RECORDED IN PLAT BOOK 150, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND ALL THAT CERTAIN SUBDIVISION KNOWN AS ANTIBES DEVELOPMENT PLAT II, RECORDED IN PLAT BOOK 150, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 66 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; LESS THE EAST 136 FEET THEREOF AND LESS AND EXCEPT THE WEST 25 FEET THEREOF FOR N.E. 1ST AVENUE.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF ANTIBES DEVELOPMENT PLAT AS RECORDED IN PLAT BOOK 150, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
THENCE, ALONG THE WEST LINE OF SAID ANTIBES DEVELOPMENT PLAT, ANTIBES DEVELOPMENT PLAT AS RECORDED IN PLAT BOOK 150, PAGE 26, PENNELL FAMILY PLAT, PARCEL "A" AND PARCEL "B" AS RECORDED IN PLAT BOOK 160, PAGE 23 ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTHEAST 1ST AVENUE, NORTH 00°47'14" WEST, A DISTANCE OF 666.68 FEET, THENCE, DEPARTING SAID WEST PLAT LINE AND EASE, RIGHT-OF-WAY LINE, NORTH 88°36'10" EAST, ALONG THE WESTERLY EXTENSION OF AND THE SOUTH LINE THEREOF OF RIVERVIEW TERRACE REPLAT, BLOCK 1, AS RECORDED IN PLAT BOOK 60, PAGE 40 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 436.23 FEET TO THE SOUTHWEST CORNER OF LOT 7, RIVERVIEW TERRACE, PLAT BOOK 59, PAGE 34, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE, ALONG THE WEST, NORTH AND EAST LINES OF SAID LOT 7 THE FOLLOWING FIVE (5) COURSES; NORTH 01°23'50" WEST, A DISTANCE OF 86.01 FEET; THENCE NORTH 12°42'26" WEST, A DISTANCE OF 25.50 FEET; THENCE NORTH 88°36'10" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 24°51'10" EAST, A DISTANCE OF 21.88 FEET; THENCE SOUTH 57°10'50" EAST, A DISTANCE OF 117.01 FEET TO A POINT OF INTERSECTION WITH THE APPROXIMATE EDGE OF WATER OF THE HILLSBORO RIVER; THENCE, ALONG SAID APPROXIMATE EDGE OF WATER THE FOLLOWING SIXTEEN (16) COURSES; SOUTH 30°02'28" WEST, A DISTANCE OF 188.11 FEET; THENCE SOUTH 09°41'03" WEST, A DISTANCE OF 99.81 FEET; THENCE SOUTH 09°41'03" WEST, A DISTANCE OF 11.10 FEET; THENCE SOUTH 07°00'26" WEST, A DISTANCE OF 18.86 FEET; THENCE SOUTH 15°50'49" WEST, A DISTANCE OF 32.10 FEET; THENCE SOUTH 15°19'51" EAST, A DISTANCE OF 63.92 FEET; THENCE SOUTH 29°07'20" EAST, A DISTANCE OF 34.14 FEET; THENCE SOUTH 19°18'52" EAST, A DISTANCE OF 45.80 FEET; THENCE SOUTH 38°41'20" EAST, A DISTANCE OF 14.65 FEET; THENCE SOUTH 52°56'29" EAST, A DISTANCE OF 12.21 FEET; THENCE SOUTH 21°27'01" EAST, A DISTANCE OF 34.30 FEET; THENCE SOUTH 29°18'20" EAST, A DISTANCE OF 11.69 FEET; THENCE SOUTH 25°02'19" EAST, A DISTANCE OF 10.03 FEET; THENCE SOUTH 14°56'30" EAST, A DISTANCE OF 20.93 FEET; THENCE SOUTH 22°09'06" EAST, A DISTANCE OF 11.63 FEET; THENCE SOUTH 78°54'42" EAST, A DISTANCE OF 18.95 FEET; THENCE SOUTH 11°22'50" EAST, A DISTANCE OF 4.72 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH RIVER AVENUE; THENCE, ALONG SAID WESTERLY LINE SOUTH 35°58'30" WEST, A DISTANCE OF 399.36 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF J. R. HORNES SUB AS RECORDED IN PLAT BOOK 5, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE EAST LINE OF SAID LOT 1 NORTH 00°42'14" WEST, A DISTANCE OF 149.23 FEET TO THE NORTH EAST CORNER OF SAID LOT 1; THENCE, ALONG THE NORTH LINES OF LOTS 1 THROUGH 7 OF SAID J. R. HORNES SUB, SOUTH 88°59'53" WEST, A DISTANCE OF 305.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.

ABOVE DESCRIBED EASEMENT CONTAINING A TOTAL OF 334,972 SQUARE FEET OR 7.6899 ACRES MORE OR LESS.

GROSS AREA AS HATCHED IS 8.3674 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

SCHEDULE BII EXCEPTIONS OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER 48079.0008 EFFECTIVE DATE SEPTEMBER 4, 2017

7. WATER LINE OF HILLSBORO RIVER AND ALL OTHER MATTERS SHOWN ON THE MAP OF COSDEN AND BRACKNELL ADDITION TO DEERFIELD, AS RECORDED IN PLAT BOOK 6, PAGE 9, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. APPROXIMATE WATER LINE SHOWN. NO SPECIFIC EASEMENTS.

8. RESTRICTIONS, DEDICATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF PENNELL FAMILY PLAT, AS RECORDED IN PLAT BOOK 160, PAGE 23, AS AFFECTED BY RESTRICTIONS SET FORTH IN AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED IN O.R. BOOK 31395, PAGE 1329, AND AS AFFECTED BY AGENT OF RECORD FOR NOTICE OF EXPIRATION OF FINDINGS OF ADEQUACY RECORDED IN O.R. BOOK 31395, PAGE 1336, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTED HEREON.

9. BUILDING SET-BACK LINE, DEDICATIONS, EASEMENTS, WATER LINE OF HILLSBORO RIVER AND OTHER MATTERS SHOWN ON THE FILE NO.: 17076330 PLAT OF RIVERVIEW TERRACE, AS RECORDED IN PLAT BOOK 59, PAGE 34, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTED HEREON.

10. EASEMENTS FOR UTILITIES AND DRAINAGE GRANTED TO THE CITY OF DEERFIELD BEACH BY EASEMENT DEEDS RECORDED IN O.R. BOOK 5631, PAGE 857, O.R. BOOK 7255, PAGE 70, O.R. BOOK 7255, PAGE 71, O.R. BOOK 7255, PAGE 72, AND O.R. BOOK 7255, PAGE 73, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTED HEREON.

11. EASEMENTS FOR UTILITIES AND DRAINAGE GRANTED TO THE CITY OF DEERFIELD BEACH BY EASEMENT DEEDS RECORDED IN O.R. BOOK 7684, PAGES 155 AND 156. DOES AFFECT. PLOTTED HEREON.

12. 20 FOOT WIDE ACCESS AND UTILITY EASEMENT GRANTED TO CITY OF DEERFIELD BEACH AS DESCRIBED IN EASEMENT DEED RECORDED IN O.R. BOOK 27771, PAGE 73, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTED HEREON.

13. TERMS, CONDITIONS, RESTRICTIONS, COVENANTS AND LIMITATIONS SET FORTH IN DECLARATION OF UNITY OF TITLE RECORDED ON 4/15/1996 IN O.R. BOOK 24743, PAGE 119, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. NOT PLOTTED.

14. TERMS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS SET FORTH IN SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 10810, ISSUED 3/12/1998, AND IN NOTICE OF PERMIT RECORDED ON 3/24/1998 IN O.R. BOOK 27919, PAGE 884, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. NOT PLOTTED.

15. BROWARD COUNTY ORDINANCE NO. 2002-61 RECORDED IN O.R. BOOK 34145, PAGE 1891. DOES AFFECT. NOT PLOTTED.

16. TERMS, CONDITIONS, COVENANTS, RESTRICTIONS, LIMITATIONS AND OBLIGATIONS SET FORTH IN THAT SOVEREIGNTY SUBMERGED LANDS LEASE NO. 060028456, GIVEN BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, RECORDED IN O.R. BOOK 30754, PAGE 1764 AND SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL RECORDED ON O.R. BOOK 47476, PAGE 498, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTED HEREON.

17. EASEMENTS SET FORTH IN AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED IN O.R. BOOK 49510, PAGE 562 (SEE PAGE 596), O.R. BOOK 49885, PAGE 466 (SEE PAGE 490), O.R. BOOK 50264, PAGE 1803 (SEE DOCUMENT PAGE 30), AND O.R. BOOK 50355, PAGE 1901, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTED HEREON.

18. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 2987, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 228 AND CORRECTIVE DEED, DATED JUNE 28, 1955, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED IN O.R. BOOK 4113, PAGE 68, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S., AND EXCEPT AS RELEASED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 6006, PAGE 241 AND IN O.R. BOOK 6067, PAGE 527, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. NOT PLOTTED.

19. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 2954, DATED JUNE 24, 1946, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 187, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S., AND EXCEPT AS RELEASED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 6006, PAGE 242, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. NOT PLOTTED.

20. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED NO. 2970, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED AUGUST 5, 1946 IN DEED BOOK 549, PAGE 208, AND CORRECTIVE DEED, DATED OCTOBER 22, 1946, FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S., AND EXCEPT AS RELEASED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 6006, PAGE 243, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. NOT PLOTTED.

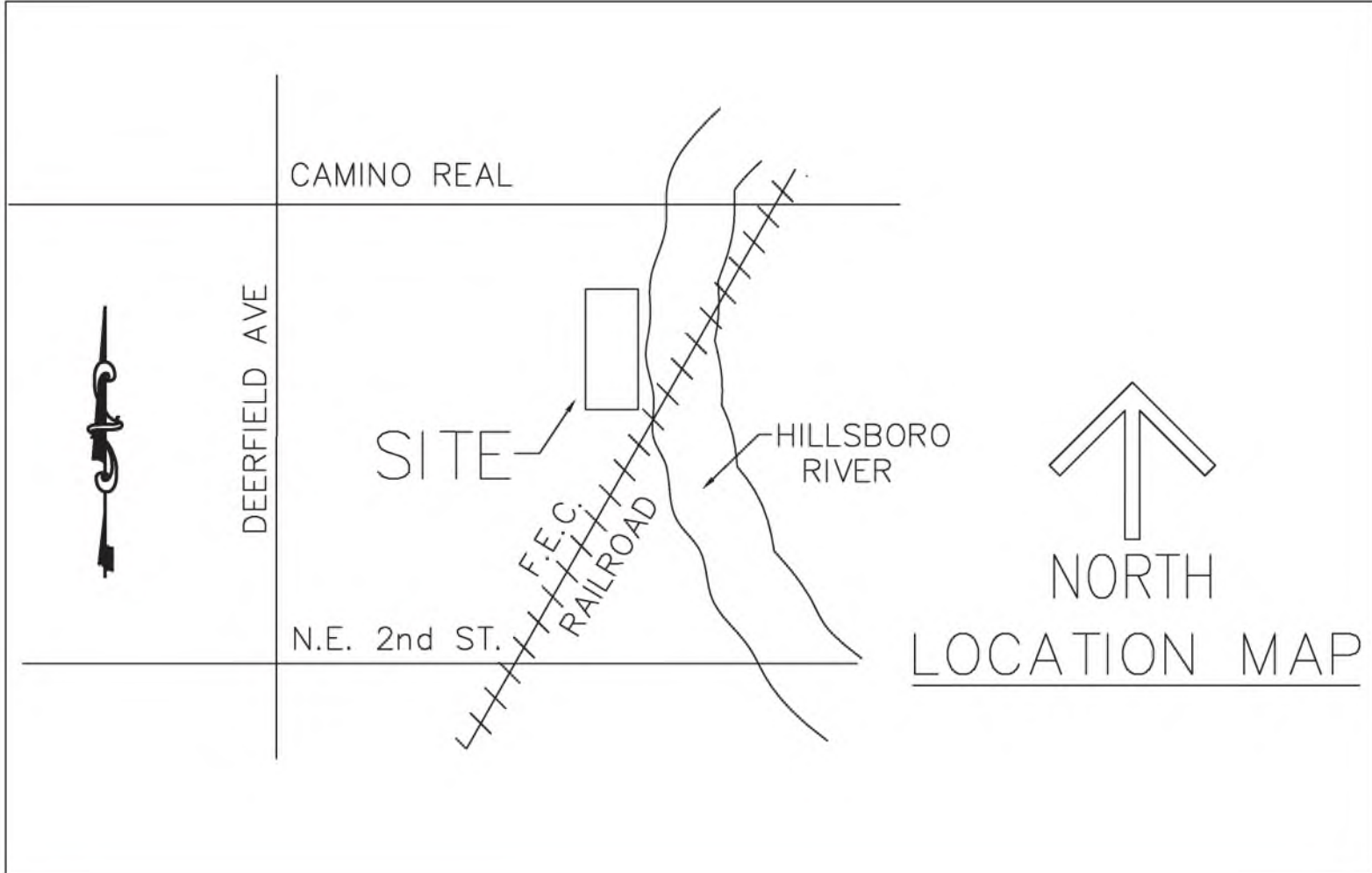
21. TERMS, COVENANTS, CONDITIONS AND OTHER MATTERS CONTAINED IN ANY UNRECORDED LEASE(S) AND ALL RIGHTS THEREUNDER OF THE LESSEE(S) AND OF ANY PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEE(S), DOES AFFECT. NOT PLOTTED.

SCHEDULE BII EXCEPTIONS OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER 48079.0008 EFFECTIVE DATE SEPTEMBER 4, 3017

7. - REVERTER (DELETING THEREFROM ANY RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN), CONTAINED ON THE PLAT OF COSDEN AND BRACKNELL ADDITION TO DEERFIELD, AS RECORDED IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. DOES AFFECT. NO SPECIFIC EASEMENTS. NOT PLOTTED.

8. - EASEMENT DEED IN FAVOR OF CITY OF DEERFIELD BEACH, RECORDED IN OFFICIAL RECORDS BOOK 5631, PAGE 855, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTER HEREON.

9. - AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION IN FAVOR OF SPRINT COMMUNICATIONS COMPANY, L.P., QWEST COMMUNICATIONS COMPANY, LLC, LEVEL 3 COMMUNICATIONS, LLC AND WITEL COMMUNICATIONS, INC., AND THEIR SUCCESSORS, ASSIGNS AND LICENSEES, RECORDED IN OFFICIAL RECORDS BOOK 49510, PAGE 562 AND OFFICIAL RECORDS BOOK 49885, PAGE 466 (OFFICIAL RECORDS BOOK 49885, PAGE 466 CORRECTED IN OFFICIAL RECORDS BOOK 50264, PAGE 1803), AS AFFECTED BY NOTICE OF SUBSTITUTION OF EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED IN OFFICIAL RECORDS BOOK 50355, PAGE 1901, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. DOES AFFECT. PLOTTED HEREON.



Flag ID	Species	Trunk Diameter (in)	Approx. Height (ft)	Notes
WMG 1-32	White mangrove/Red mangro	0.5	7	Cluster of 32 mangroves, average diameter & average height of clus
Cluster of 24	White mangrove	0.33	6	Cluster of 24 mangroves, average diameter & average height of clus
WMG-34	White mangrove	0.53	10	
WMG-35	White mangrove	0.82	10	
WMG-36	White mangrove	1.07	12	
WMG-37	White mangrove	0.63	8	
WMG-38	White mangrove	0.68	8	
WMG-39	White mangrove	0.62	7	
WMG-40	White mangrove	0.94	12	
WMG-41	White mangrove	0.95	12	
WMG-42	White mangrove	1.03	12	
WMG-43	White mangrove	1.01	12	
WMG-44	White mangrove	1.1	12	
WMG-45	White mangrove	1.18	12	unable to access, approximate diameter
WLMG-1	White mangrove	1.18	20	unable to access, approximate diameter
WLMG-2	White mangrove	2.76	20	unable to access, approximate diameter

SURVEYOR'S NOTES:

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 00°47'14" WEST ALONG THE WEST LINE OF THE PLAT OF ANTIBES DEVELOPMENT PLAT, AS RECORDED IN PLAT BOOK 150, PAGES 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
- ALL FIELD MEASURED ANGLES AND DISTANCES ARE CONSISTENT WITH THE INSTRUMENTS OF RECORD.
- THE SURVEYOR HAS REVIEWED OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NUMBER 170763330 , WITH AN EFFECTIVE DATE OF JULY 25, 2017 AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NUMBER 1710029 , WITH AN EFFECTIVE DATE OF SEPTEMBER 4, 2017 AND ALL EASEMENTS CONTAINED THEREIN ARE PLOTTED HEREON.
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON BENCHMARK "PIONEER" WITH A PUBLISHED ELEVATION OF 9.26.
- FLOOD ZONE: "X","X"(0.2%) "AE" (ELEV. 7.7), "AE" (ELEV. 5.5); FIRM PANEL NO. 12099C1178F; COMMUNITY NO. 12011C0178H; DATE: AUGUST 18, 2014; LOMR: FEMA CASE # 18-04-4897P; EFFECTIVE DATE: MARCH 19, 2019.

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 9, AND 20(\$1,000,000) OF TABLE A THEREOF. FIELD SURVEY DATE JANUARY 29, 2020.

DATE OF MAP: 1/29/19

 Digitally signed by David Lindley
Date: 2024.01.18 12:03:31 -0500
Adobe Acrobat version: 2017.011.30175
DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

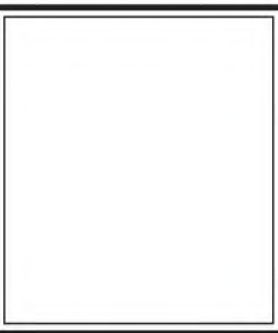
UPDATE SURVEY	1/29/20
CORRECTED PARCEL 2 LEGAL TYPO	8/1/19
UPDATE SURVEY	7/17/19
UPDATE SURVEY	6/28/19
REVISED GROSS ACREAGE	12/26/17
ADDED FLOOD ZONE INFORMATION	12/13/17
REVISIONS	DATE
FILE NAME	7954_SURVEY.upd 4
BY	

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SUITE 100
7900 GLADES ROAD - BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

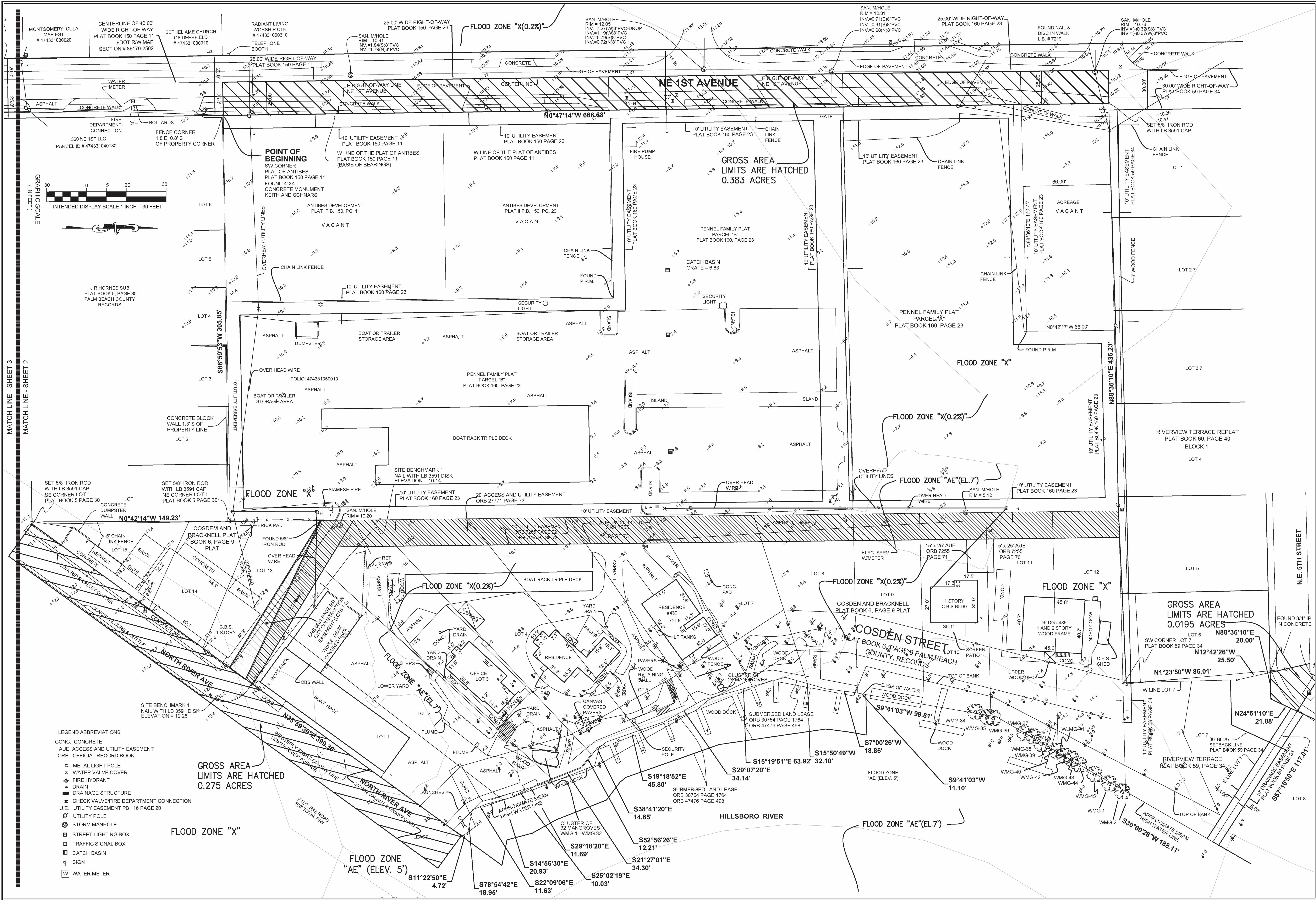


BOUNDARY AND TOPOGRAPHIC SURVEY
PENNELL MARINA DEERFIELD BEACH, FL

DATE	1/29/20
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	1"=30'



JOB # 7954
SHT.NO.
1
OF 3 SHEETS



UPDATE SURVEY	7/17/19	TMS
UPDATE SURVEY	6/28/19	TMS
REVISED GROSS ACREAGE	12/26/17	AGE
ADDED FLOOD ZONE INFORMATION	12/13/17	AGE
REVISIONS		
FILE NAME: 7954 SURVEY.dwg	DATE	BY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

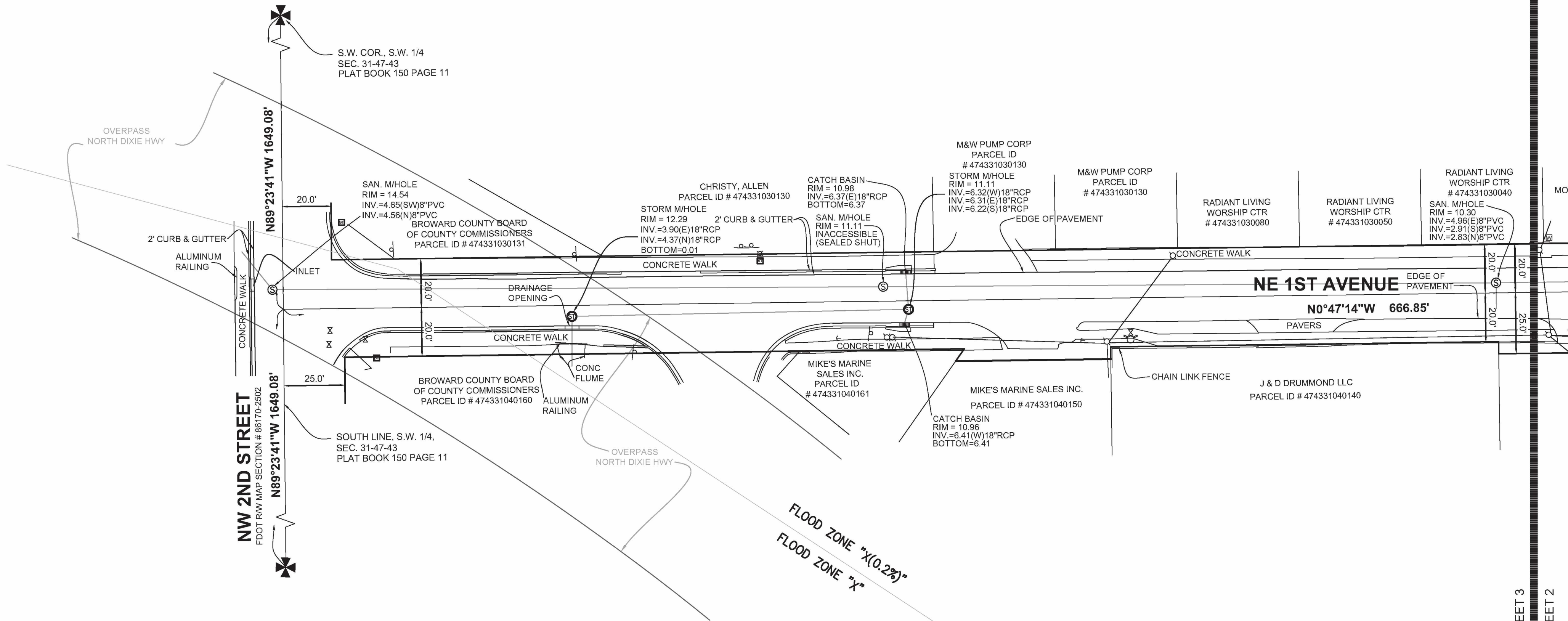
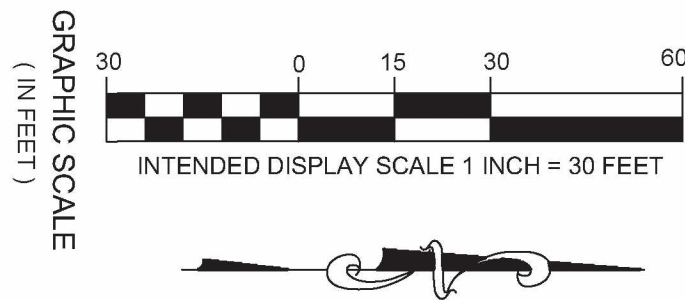


BOUNDARY AND TOPOGRAPHIC SURVEY,
PENNEL MARINA DEERFIELD BEACH, FL

DATE	1/29/20
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	1"=30'

JOB # 7954
SHT.NO.
2
OF 3 SHEETS

JOB # 7954
SHT.NO.
2
OF 3 SHEETS



LEGEND ABBREVIATIONS

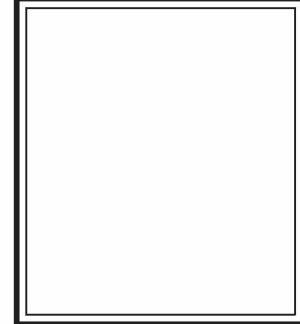
- CONC. CONCRETE
AUE ACCESS AND UTILITY EASEMENT
ORB OFFICIAL RECORD BOOK
- ⌘ METAL LIGHT POLE
x WATER VALVE COVER
⬢ FIRE HYDRANT
• DRAIN
■ DRAINAGE STRUCTURE
⌘ CHECK VALVE/FIRE DEPARTMENT CONNECTION
U.E. UTILITY EASEMENT PB 116 PAGE 20
⊙ UTILITY POLE
⊙ STORM MANHOLE
□ STREET LIGHTING BOX
□ TRAFFIC SIGNAL BOX
■ CATCH BASIN
⌘ SIGN
[W] WATER METER

UPDATE SURVEY	7/17/19	TMS
UPDATE SURVEY	6/28/19	TMS
REVISED GROSS ACREAGE	12/26/17	AGE
ADDED FLOOD ZONE INFORMATION	12/13/17	AGE
REVISIONS	DATE	BY
FILE NAME 7954 SURVEY updt 4		

CAULFIELD & WHEELER, INC.
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PHONE (561)-392-1991 / FAX (561)-750-1452

BOUNDARY AND TOPOGRAPHIC SURVEY
PENNEL MARINA DEERFIELD BEACH, FL

DATE	1/29/20
DRAWN BY	TMS
F.B./ PG.	N/A
SCALE	1"=30'



JOB # 7954
SHT.NO.
3
OF 3 SHEETS



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-130

Agenda Date: 3/19/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-052: 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

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 to authorize the process. The first reading was adopted by the Commission on [March 5, 2024](#). Staff recommends authorization of the second reading at the [March 19, 2024](#), City Commission meeting. Subsequent to the Commission's adoption of the ordinance, a resolution will be required approving the specific agreement with the financial entity.

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. 2024-135

Agenda Date: 3/19/2024

Status: PUBLIC HEARINGS –
SECOND READING

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 \$14,500,000 to provide financing for certain municipal capital improvements and related costs; authorizing the issuance of a Special Obligation Non-Ad Valorem Revenue Bond, Series 2024, to evidence such loan; making findings and determinations as to the loan and the Series 2024 Bond; accepting the lender's proposal to provide the loan and purchase the Series 2024 Bond; providing that the City's obligations under the loan and the Series 2024 Bond shall be secured and payable from pledged funds consisting primarily of the legally available non-ad valorem revenues of the City; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Series 2024 Bond; authorizing other required actions in connection therewith; providing that inconsistent resolutions shall be inapplicable; and providing an effective date. (*Departmental Business*)

Recommended Action

Commission to vote on Resolution

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, 2003](#) 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). The City anticipates meeting this requirement.

Current Activity

To assist in the review and evaluation, a working group was established consisting of representatives from the City Manager's Office, City Attorney's Office, Financial Services Department, bond counsel and financial counsel (Davenport)). 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. The

RFP included two options with respect to the term of the Special Obligation Non-Ad Valorem Revenue Bond, Series 2024 (the “2024 Bond”):

- Option [1: 20](#) Year Amortization
- Option [2: 15](#) Year Amortization

Municipal improvements are expected to consist of the following:

- ERP System and Implementation - \$3.6M
- International Fishing Pier Restoration - \$4.5M
- City Bridge Rehabilitation design of the SE 15th Ave Bridge - \$368K
- Citywide Street Lighting upgraded replacements - \$800K
- Pioneer Grove Corridor redevelopment improvements - \$2.5M
- Any other municipal improvements in the City’s capital budget for Fiscal Year 2024 that may be financed with proceeds of tax-exempt obligations
- Cost of issuance.

On behalf of the City and ahead of the deadline on January 30, 2024, Davenport received proposals from six (6) Banks for the 2024 Bond from the following institutions:

- Bank of America, N.A. (“BOA”);
- Capital One Public Funding, LLC (“Capital One”);
- JPMorgan Chase Bank, N.A. (“JP Morgan”).
- TD Public Finance LLC (“TD Bank”);
- Webster Bank, N.A. (“Webster Bank”); and
- Wells Fargo Municipal Capital Strategies, LLC (“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 rate fixed through final maturity and the most flexible prepayment provisions (i.e., prepayable in whole or in part, at any time, without penalty after the first 3 Years). At the [March 5, 2024](#) City Commission meeting, City Staff and Davenport presented the working group’s recommendation to proceed with TD Bank’s 20 Year Amortization Option for the 2024 Bond.

This type of debt financing requires the adoption of an ordinance. The first reading was adopted by the Commission at its [March 5, 2024](#), meeting. The second reading will be held at the [March 19, 2024](#), City Commission meeting. If the ordinance is adopted, this item requests the City Commission approve the authorizing resolution and form of loan agreement with TD Public Finance LLC, in an aggregate principal amount not to exceed \$14.5 million.

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 \$14,500,000 TO PROVIDE FINANCING FOR CERTAIN MUNICIPAL CAPITAL IMPROVEMENTS AND RELATED COSTS; AUTHORIZING THE ISSUANCE OF A SPECIAL OBLIGATION NON-AD VALOREM REVENUE BOND, SERIES 2024, TO EVIDENCE SUCH LOAN; MAKING FINDINGS AND DETERMINATIONS AS TO THE LOAN AND THE SERIES 2024 BOND; ACCEPTING THE LENDER'S PROPOSAL TO PROVIDE THE LOAN AND PURCHASE THE SERIES 2024 BOND; PROVIDING THAT THE CITY'S OBLIGATIONS UNDER THE LOAN AND THE SERIES 2024 BOND SHALL BE SECURED AND PAYABLE FROM PLEDGED FUNDS CONSISTING PRIMARILY OF THE LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF THE CITY; APPROVING THE FORM OF A LOAN AGREEMENT WITH THE LENDER AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE SERIES 2024 BOND; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION THEREWITH; PROVIDING THAT INCONSISTENT RESOLUTIONS SHALL BE INAPPLICABLE; 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 municipal capital improvements, as more specifically described in Exhibit A to the Loan Agreement (as defined herein) (the "Project") and pay costs of issuance; and

WHEREAS, on January 5, 2024, 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 \$14,500,000 (the "Loan") in order to finance the cost of the Project 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 January 30, 2024, as revised on February 15, 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; and

WHEREAS, the City reviewed all proposals received and recommended that the City Commission accept the Proposal of the Lender to provide the Loan; and

WHEREAS, the City Commission believes it is in the best interest of the City and its residents to (i) accept the Proposal, (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 Special Obligation Non-Ad Valorem Revenue Bond, Series 2024 (the “Series 2024 Bond”) to evidence the Loan, and (iv) approve the form of and authorize the execution and delivery of the Loan Agreement and the Series 2024 Bond.

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 Series 2024 Bond to the Lender;

(c) it is hereby determined by the City Commission that a negotiated award of the Loan and the Series 2024 Bond 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 Series 2024 Bond 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 Series 2024 Bond 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 solely by and payable from the Pledged Funds consisting primarily of the Non-Ad Valorem Revenues (as defined herein), of the City as provided in the Loan Agreement. The obligation of the City to repay the Series 2024 Bond 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 Series 2024 Bond 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 Series 2024 Bond shall be entitled to compel the payment of the principal of or interest on the Series 2024 Bond or the making of any other payments required under the Series 2024 Bond 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 March 19, 2024, authorizing, among other things, the Loan and the issuance of the Series 2024 Bond in the aggregate principal amount of not exceeding \$14,500,000.

“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.

“Non-Ad Valorem Revenues” has the meaning set forth in the Loan Agreement.

“Pledged Funds” has the meaning set forth 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 SERIES 2024 BOND. 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 Fourteen Million Five Hundred Thousand Dollars (\$14,500,000). The proceeds from the Loan shall be used solely for the purpose of financing the cost of the Project and paying costs of issuance of the Series 2024 Bond.

The City hereby authorizes the issuance of the Series 2024 Bond, to be issued under and pursuant to the Authorizing Ordinance, this Resolution and the Loan Agreement, in an aggregate principal amount not exceeding \$14,500,000, with such terms as provided in Section 6 hereof.

SECTION 6. TERMS AND PROVISIONS APPLICABLE TO THE SERIES 2024 BOND. The Series 2024 Bond is issuable only in fully registered form and shall be substantially in the form set forth as Exhibit B 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 Series 2024 Bond being conclusive evidence of his approval and the City Commission’s approval of such variations, omissions and insertions. The Series 2024 Bond shall be issued as a single bond, 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 in the Series 2024 Bond, shall mature not later than twenty (20) years from the date of issuance thereof, and shall be subject to prepayment, all as set forth in the Loan Agreement and in the Series 2024 Bond. The Series 2024 Bond shall be secured by and payable from the Pledged Funds, in the manner and to the extent provided in the Loan Agreement.

The Series 2024 Bond shall be designated as “City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Bond, 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 SERIES 2024 BOND. The City Manager is hereby authorized and directed to cause the Series 2024 Bond 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 Series 2024 Bond 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 Series 2024 Bond, and the Series 2024 Bond 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 Series 2024 Bond, or desirable or consistent with the requirements of the Authorizing Ordinance, this Resolution, the Loan Agreement or the Series 2024 Bond 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.

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

PASSED AND ADOPTED THIS ____ 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



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
<i>Davenport & Company LLC</i>	<i>Davenport & Company LLC</i>	<i>Davenport & Company LLC</i>
<i>Ph: (804) 347-9690</i>	<i>Ph: (804) 380-8361</i>	<i>Ph: (804) 915-2787</i>
<i>tcole@investdavenport.com</i>	<i>rttaylor@investdavenport.com</i>	<i>tbryant@investdavenport.com</i>

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.

LOAN AGREEMENT

between

CITY OF DEERFIELD BEACH, FLORIDA
as City

and

TD PUBLIC FINANCE LLC
as Lender

Relating to

\$_____

City of Deerfield Beach, Florida
Special Obligation Non-Ad Valorem Revenue Bond, Series 2024

Dated as of April ___, 2024

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LOAN AGREEMENT

This LOAN AGREEMENT is dated as of April __, 2024 (the “Agreement”) by and between the CITY OF DEERFIELD BEACH, FLORIDA (the “City”), a municipal corporation duly organized and existing under the laws of the State of Florida, and TD PUBLIC FINANCE LLC (together with its successors and assigns, the “Lender”), organized and existing under the laws of the State of Delaware.

WITNESSETH:

WHEREAS, on March [19], 2024, the City Commission of the City (the “City Commission”) duly enacted Ordinance No. 2024/__, authorizing the issuance of debt obligations of the City to finance the cost of certain municipal capital improvements; and

WHEREAS, by Resolution No. 2024/__ duly adopted on March [19], 2024, the City Commission authorized, among other things, a loan (the “Loan”) to finance the cost of the Project (as defined herein), in an aggregate principal amount not exceeding \$14,500,000, the issuance of the Series 2024 Bond (as defined herein) to evidence the City’s repayment obligations under the Loan, and the execution and delivery of this Agreement; and

WHEREAS, the Lender has agreed to make the Loan to the City to provide funds to finance all or a portion of the Project and to pay the costs of issuance of the Series 2024 Bond; and

WHEREAS, in accordance with the Resolution, the City Manager has determined to set the principal amount of the Loan and the Series 2024 Bond at \$_____; and

WHEREAS, the Series 2024 Bond shall evidence and secure the City’s obligation to repay the Loan; and

WHEREAS, to provide certain representations, warranties and covenants relating to the Loan, the Series 2024 Bond and the repayment thereof, the City and the Lender desire to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01 Definitions. In addition to the words and terms defined elsewhere in this Agreement, the following words or terms have the meanings set forth below, and any capitalized words or terms used in this Agreement that are not normally capitalized and not defined herein shall have the meanings ascribed thereto in the Resolution or the Series 2024 Bond, unless the context or use indicates a different meaning.

“Act” means Article VIII, Section 2 of the Constitution of the State of Florida, the Charter of the City of Deerfield Beach, Florida, Chapter 166, Florida Statutes, as amended, and other applicable provisions of law.

“Adjusted Interest Rate” has the meaning set forth in the Series 2024 Bond.

“Amortization Requirement” means the amounts required to be deposited in the Sinking Fund in a given Fiscal Year for the mandatory sinking fund prepayment or payment at maturity of all or a portion of the principal of the Series 2024 Bond, as applicable.

“Annual Budget” means the budget or budgets, as amended and supplemented from time to time, prepared by the City for each Fiscal Year in accordance with the laws of the State of Florida.

“Annual Debt Service Requirement” for any Fiscal Year, as applied to the Series 2024 Bond or any Debt (as defined in Section 6.04 hereof) during the relevant reference period, means the aggregate amount required to pay the principal of (including any Amortization Requirement) and interest on the Series 2024 Bond and any outstanding Debt.

For purposes of Section 6.04 hereof, the following assumptions shall be applicable in calculating the Maximum Annual Debt Service:

(a) The interest on Variable Rate Debt shall be the interest to accrue on such Variable Rate Debt for such Fiscal Year; provided, however, that for purposes of determining the Maximum Annual Debt Service, the interest on Variable Rate Debt shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Debt during the twelve months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Debt shall have been Outstanding, and (B) the actual rate of interest on such Variable Rate Debt on the date of calculation; provided that if a Series of Variable Rate Debt 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 Debt had been Outstanding for the twelve month period by using (i) if the Variable Rate Debt is tax-exempt, the Revenue Bond Index, and (ii) if the Variable Rate Debt is 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 City 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 Series 2024 Bond 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 Series 2024 Bond, together with projected earnings thereon, such principal or interest shall not be included in calculating the Annual Debt Service Requirement.

“Authorized City Representative” means any Authorized Officer as that term is defined in the Resolution.

“Authorized Depository” means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the City as a depository, which is authorized under Florida law to be a depository of municipal funds and which has complied with all applicable state and federal requirements concerning the receipt of City funds.

“Authorizing Ordinance” means Ordinance No. 2024/___ enacted by the City Commission on March [19], 2024, authorizing the issuance of debt obligations by the City to finance the cost of certain municipal capital improvements.

“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 City 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

“Bondholder” or “registered owner” means, with respect to the Series 2024 Bond, the person in whose name the Series 2024 Bond is registered on the registration books maintained by the Registrar.

“Business Day” means any day other than a Saturday, Sunday or day on which banking institutions within the State of Florida are authorized or required by law to remain closed.

“Certificate,” “Statement,” “Request,” “Requisition” and “Order” of the City mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the City by an Authorized City 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.

“Chief Financial Officer” has the meaning set forth in the Resolution.

“City Attorney” has the meaning set forth in the Resolution.

“City Clerk” has the meaning set forth in the Resolution.

“City Commission” means the City Commission of the City or any successor council, commission, board or body in which the general legislative power of the City shall be vested.

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

“Debt” has the meaning set forth in Section 6.04 hereof.

“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.

“Determination of Taxability” has the meaning set forth in the Series 2024 Bond.

“Event of Default” has the meaning set forth in Section 7.01 of this Agreement.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

“Fitch” means Fitch Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

“Interest Account” means the Interest Account within the Sinking Fund established for the Series 2024 Bond pursuant to Section 5.01 of this Agreement.

“Interest Rate” means a per annum rate equal to ____% prior to the occurrence of a Determination of Taxability, and after a Determination of Taxability shall mean the Adjusted Interest Rate. Notwithstanding the foregoing, however, after and during the continuance of an Event of Default, “Interest Rate” shall mean the Default Rate.

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

“Mayor” has the meaning set forth in the Resolution.

“Maximum Annual Debt Service” means, at any time, with respect to the Series 2024 Bond, and any other Debt, the greatest Annual Debt Service Requirement due or coming due in the then current or any subsequent Fiscal Year.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if for any reason such corporation shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

“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 make payments on the Series 2024 Bond.

“Outstanding” when used with reference to the Series 2024 Bond, means, as of any date of determination, the Series 2024 Bond that is authenticated and delivered except:

(a) any portion of the Series 2024 Bond cancelled by the Registrar or delivered to the Registrar for cancellation;

(b) any portion of the Series 2024 Bond which is deemed paid and no longer outstanding; and

(c) any portion of the Series 2024 Bond in lieu of which another Series 2024 Bond has been issued pursuant to the provisions of Section 3.07 hereof relating to a destroyed, stolen or lost Series 2024 Bond, unless evidence satisfactory to the Registrar has been received that such Series 2024 Bond is held by a bona fide purchaser.

“Paying Agent” means the Chief Financial Officer, unless another person or entity is designated to serve as Paying Agent for the Series 2024 Bond pursuant to a resolution duly adopted by the City Commission.

“Permitted Investments” shall mean and include such obligations as shall be permitted to be legal investments of the City by the laws of the State of Florida and the City’s Investment Policy.

“Pledged Funds” means (i) the actual Non-Ad Valorem Revenues actually deposited in the Sinking Fund (and the accounts established therein) and all other amounts in the Sinking Fund (and the accounts established therein), (ii) amounts on deposit in the Project Fund pending application for their intended purpose as set forth in Section 5.04 of this Agreement, and (iii) any investment earnings on amounts in the Sinking Fund and the Project Fund.

“Principal Account” means the Principal Account within the Sinking Fund established pursuant to Section 5.01 of this Agreement.

“Project” means the capital improvements within the City described in Exhibit “A” hereto.

“Project Fund” means the Project Fund established for the Series 2024 Bond pursuant to Section 5.04 of this Agreement.

“Proposal” means the Lender’s proposal dated January 30, 2024, as updated on February 15, 2024, for the making of the Loan and the purchase of the Series 2024 Bond.

“Rebate Amount” has the meaning set forth in Section 6.02(e) hereof.

“Register” has the meaning set forth in Section 3.04 hereof.

“Registrar” means the Chief Financial Officer unless another person or entity is designated to serve as Registrar for the Series 2024 Bond pursuant to a resolution duly adopted by the City Commission.

“Resolution” means Resolution No. 2024/___ duly adopted by the City Commission on March [19], 2024. The Resolution constitutes a “supplemental resolution” for purposes of the Authorizing Ordinance.

“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. **[Confirm]**

“Series 2024 Bond” means the City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Bond, Series 2024, issued by the City to evidence its obligations to repay the Loan.

“Sinking Fund” means the Sinking Fund established for the Series 2024 Bond pursuant to Section 5.01 of this Agreement.

“S&P” means Standard & Poor’s Global Ratings, a division of Standard & Poor’s Global Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

“Tax Certificate” means the Arbitrage and Tax Certificate of the City executed on the date of initial delivery of the Series 2024 Bond.

“Variable Rate Debt” 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.

Section 1.02 Accounting Terms. All accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles as in effect from time to time, applied on a basis consistent (except for changes approved by the City’s independent public accountants) with the most recent financial statements of the City delivered pursuant to Section 6.06 hereof.

Section 1.03 Time of Day. All references in this Agreement to times of day shall be references to Florida Eastern Time unless otherwise expressly provided herein.

Section 1.04 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.05 Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular includes the plural and the part includes the whole. The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “including” has the meaning “including, but not limited to.” The section

headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. All words used herein shall be construed to be of such gender or number as the circumstances require. Reference to any document means such document as amended or supplemented from time to time as permitted under their respective terms and the terms hereof. Reference herein to an Article, Section or Exhibit shall constitute a reference to such Article, Section or Exhibit of or to this Agreement unless otherwise specified.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) Organization and Authority. The City:

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

(2) has all requisite power and authority to own its properties and conduct its activities that generate the Non-Ad Valorem Revenues.

(b) Full Disclosure. There is no fact that the City 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 City, including, without limitation, its receipt or right to receive the Non-Ad Valorem Revenues, or the ability of the City to perform its obligations under this Agreement.

The financial statements, including balance sheets, and any other written statement furnished by the City to the Lender were prepared in accordance with GAAP. There is no fact known to the City which the City has not disclosed to the Lender in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the City, or its ability to make the payments under this 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 City there are no proceedings pending, or to the knowledge of the City threatened, against or affecting the City 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 City, including, without limitation, its receipt or right to receive the Non-Ad Valorem Revenues, or the existence or powers or ability of the City to enter into and perform its obligations under this Agreement.

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

(1) are within the powers of the City and have been duly and effectively authorized by all necessary action on the part of the City; 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 City pursuant to any indenture, agreement or other agreement or instrument (other than

this Agreement) or restriction to which the City is a party or by which the City, its properties or operations are bound as of the date of this 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 Agreement or the City's ability to perform fully its obligations under this 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 City, 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 City 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 City 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 City to perform hereunder.

(f) Governmental Consent. The City 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 City as a condition to the execution and delivery of this Agreement or to the execution and delivery of the Series 2024 Bond.

(g) Compliance with Law. The City 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 of Florida.

(h) Use of Proceeds.

(1) The City 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 City covenants that it will make no use of the proceeds of the Loan at any time which would cause the Loan or the Series 2024 Bond to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(3) The City covenants that the City 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 Series 2024 Bond.

(4) The City currently receives Non-Ad Valorem Revenues, and is legally entitled to covenant to budget and appropriate from such Non-Ad Valorem Revenues amounts sufficient in each Fiscal Year to pay the principal of and interest on the Series 2024 Bond due in each Fiscal Year and other amounts payable hereunder.

Section 2.02 Representations and Warranties of the Lender. The Lender represents, warrants and covenants that:

(a) The Lender is a general business corporation duly organized and validly existing under the laws of the State of Delaware, with full power and authority to enter into this Agreement, to perform its obligations hereunder and to make the Loan.

(b) Assuming the due authorization, execution and delivery thereof by the City, this Agreement is a valid and binding obligation of the Lender enforceable in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

Section 2.03 No Advisory or Fiduciary Relationship. In connection with all aspects of the transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City 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 City on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth in this Agreement; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Lender that this Agreement and the Series 2024 Bond represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that the Series 2024 Bond delivered to the Lender is delivered to evidence the repayment obligations of the City under this Agreement; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transaction contemplated hereby. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Series 2024 Bond are delivered, 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.

[End of Article II]

ARTICLE III

THE LOAN

Section 3.01 The Loan. Upon the execution and delivery of this Agreement on the date hereof, and subject to the conditions set forth herein, the Lender shall make a loan to the City in the amount of _____ Dollars (\$_____). The proceeds of the loan shall be applied by the City to (i) finance the costs of the Project and (ii) pay the costs of issuance of the Series 2024 Bond. The obligation of the City to repay the Loan shall be evidenced by the issuance and delivery by the City to the Lender of the Series 2024 Bond, against receipt of the proceeds of the Loan. The City agrees to repay the Loan in accordance with the terms of this Agreement and the Series 2024 Bond. The City shall pay interest upon the unpaid principal balance of the Series 2024 Bond at the Interest Rate, subject to adjustment as provided herein and in the Series 2024 Bond. Interest shall be due and payable semiannually on March 1 and September 1, commencing on September 1, 2024, and shall be calculated based upon a year of 360 days consisting of twelve 30-day months.

Section 3.02 Conditions Precedent to Issuance of the Series 2024 Bond. Prior to or simultaneously with the delivery of the Series 2024 Bond, there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

- (a) a certified copy of the Authorizing Ordinance;
- (b) a certified copy of the Resolution;
- (c) an opinion of the City Attorney addressed to the Lender to the effect that,
 - (i) the City is a municipality duly organized and validly existing under the Constitution and laws of the State of Florida, has the legal right and all requisite power and authority to enter into the Agreement, to issue the Series 2024 Bond, to pledge the Pledged Funds and to covenant to budget and appropriate the Non-Ad Valorem Revenues as provided in the Agreement, to enact or adopt, as applicable, the Authorizing Ordinance, the Resolution and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property;
 - (ii) the Authorizing 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 Agreement and the Series 2024 Bond and the issuance of the Series 2024 Bond by the City;
 - (iii) the City has duly authorized, executed and delivered the Agreement and the Series 2024 Bond, and such instruments are legal and binding obligations of the City enforceable against the City 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;
 - (iv) to the best of our knowledge, the enactment of the Authorizing Ordinance, the adoption of the Resolution and the execution and delivery of the Agreement and the Series 2024 Bond, the consummation of the transactions contemplated thereby, the application of the proceeds of the Loan as contemplated in the

Agreement and the fulfillment of or compliance with the terms and conditions of the 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 City is now a party or it or its properties is otherwise subject or bound, and the City is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Agreement; (v) 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 City is a party or of which any property of the City is subject, which has not been disclosed in writing to the Lender and which, if determined adversely to the City, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Agreement, the Series 2024 Bond or the powers of the City to impose, levy or collect, as applicable, the Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues, as contemplated herein; and (vi) all authorizations, consents, waivers, approvals and reviews of governmental bodies or regulatory authorities required for the City's adoption, execution, approval and performance of the Agreement, the Series 2024 Bond, the Authorizing Ordinance and the Resolution 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;

(d) a fully executed counterpart of this Agreement;

(e) an executed and authenticated, certificated Series 2024 Bond in non-book-entry form registered in the name of the Lender;

(f) an opinion of Greenberg Traurig, P.A., bond counsel to the City ("Bond Counsel"), addressed to the Lender stating that such counsel is of the opinion that: (i) the Authorizing Ordinance has been duly enacted and the Resolution has been duly adopted by the City Commission, and the Resolution duly authorizes the execution and delivery of this Agreement and the Series 2024 Bond, and the issuance of the Series 2024 Bond by the City; (ii) this Agreement and the Series 2024 Bond have been duly and legally authorized, executed and delivered by the City and (assuming with respect to the Agreement, the due authorization, execution and delivery thereof by the Lender) each is a valid, binding and enforceable obligation of the City in accordance with its terms, subject to appropriate qualifications for bankruptcy, insolvency or other laws affecting creditors' rights generally and equitable principles; (iii) assuming continuing compliance by the City with certain covenants relating to requirements contained in the Code and the accuracy of certain representations and covenants of the City, under existing statutes, regulations, rulings and court decisions, interest on the Series 2024 Bond is excludable from the gross income of the owner thereof for federal income tax purposes; and (iv) in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2024 Bond is not excluded from the determination of adjusted financial statement income;

(g) a copy of a completed and executed Form 8038-G, with respect to the Series 2024 Bond to be filed with the Internal Revenue Service by the City;

(h) a letter executed by the Lender representing and covenanting to the City that

(i) it is acquiring the Series 2024 Bond 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 Series 2024 Bond to an “accredited investor” or a “qualified institutional buyer”, as provided in Section 3.04 of this 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 City; (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 Series 2024 Bond, the Series 2024 Bond 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 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 City and the project to be financed with the proceeds of the Loan with the City’s officers, employees and others, has been permitted to make an investigation of the City and its operations, and it does not require any further information or data concerning the City; (ix) in purchasing the Loan, it has relied solely upon its own investigation, examination, and evaluation of the City 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 Series 2024 Bond and has determined that it can bear the economic risk of such purchase; (xi) it acknowledges that the City’s Bond Counsel and the City’s financial advisor bear no responsibility for the accuracy or completeness of any information with respect to the City 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 is not being registered under the Securities Act of 1933, as amended (the “1933 Act”) or Chapter 517, Florida Statutes, and that the City 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

(i) an anti-dilution certificate demonstrating compliance with the anti-dilution requirements contained in Section 4.08 of Resolution No. 2018/035 adopted by the City Commission on February 28, 2018; and

(j) such additional legal opinions, certificates, proceedings, instruments and other documents as the Lender, its legal counsel, the City Attorney or the City's Bond Counsel may reasonably request.

When the documents mentioned in clauses (a) to (g), inclusive, and clauses (i) and (j) of this Section shall have been delivered to the Lender, and when the Series 2024 Bond shall have been executed as required by this Agreement, the City shall deliver the Series 2024 Bond to or upon the order of the Lender, but only upon payment to the City of the amount of the Loan, and the delivery to the City of the letter set forth in clause (h) of this Section.

Section 3.03 Form of Series 2024 Bond. The terms of the repayment of the Loan, including, among other things, the principal and interest payment dates, the interest rate, any adjustments to such interest rate, the Amortization Requirements, the prepayment provisions and the maturity date, shall be as set forth in the Series 2024 Bond. The Series 2024 Bond shall be initially issued as a single type-written certificate and shall be in substantially the form set forth in Exhibit "B" to this Agreement, with such changes, insertions, omissions and filling in of blanks as shall be acceptable to the City and the Lender, with the execution of the Series 2024 Bond and acceptance thereof by the Lender constituting conclusive evidence of the approval by the City and the Lender of such changes, insertions, omissions or filling in of blanks, and by this reference the Series 2024 Bond is incorporated herein and made a part hereof.

Section 3.04 Registration of Transfer; Assignment of Rights of Lender. The City shall keep at the office of its Chief Financial Officer books (such books being hereinafter sometimes referred to as the "Register") for the registration and for the registration of transfers of the Series 2024 Bond as provided in this Agreement. Subject to the restrictions set forth in the last two paragraphs of this Section 3.04, the transfer of the Series 2024 Bond, in whole, may be registered only upon the books kept for the registration of and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the registered owner or its attorney or legal representative in the form of the assignment set forth on the form of the Series 2024 Bond attached as Exhibit "B" to this Agreement. In the case of any such registration of transfer, the City shall execute and deliver in exchange for a Series 2024 Bond a new Series 2024 Bond registered in the name of the transferee. In all cases in which a Series 2024 Bond shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Series 2024 Bond in accordance with the provisions of this Agreement. The City may make an administrative charge for every such registration of transfer of the Series 2024 Bond sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer (other than charges of the City), but no other charge shall be made for registering the transfer hereinabove granted. The Series 2024 Bond shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Series 2024 Bond on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Lender under this Agreement with respect to the Series 2024 Bond to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement with respect to the transferred Series 2024 Bond and shall be bound by all provisions of this Agreement that are binding upon the Lender with respect to the transferred Series 2024 Bond. The City and the transferor shall execute and record such instruments and take such other actions as such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Lender under this Agreement with respect to the transferred Series 2024 Bond.

The rights and obligations of the Lender hereunder and under the Series 2024 Bond 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 City; provided that the Lender shall give at least ten (10) business days’ notice to the City prior to any such transfer, sale or assignment. The City shall maintain a register of assigns of this Agreement and the Series 2024 Bond.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR THE SERIES 2024 BOND TO THE CONTRARY, NO TRANSFER, SALE OR ASSIGNMENT OF THE SERIES 2024 BOND 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 CITY. THE LOAN, AS EVIDENCED BY THE SERIES 2024 BOND, 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 SERIES 2024 BOND, 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. ANY TRANSFEREE, PRIOR TO BECOMING A REGISTERED OWNER, SHALL EXECUTE AN INVESTOR LETTER SUBSTANTIALLY THE SAME AS THE INVESTOR LETTER EXECUTED BY THE LENDER.

Section 3.05 Ownership of the Series 2024 Bond. The person in whose name the Series 2024 Bond shall be registered, initially TD Public Finance LLC, shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Series 2024 Bond shall be made only to the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2024 Bond, and interest thereon, to the extent of the sum or sums so paid.

Subject to the restrictions set forth in the last two paragraphs of Section 3.04 hereof, the registered owner of the Series 2024 Bond is hereby granted power to transfer absolute title thereto, in whole, by assignment thereof to a bona fide purchaser for value (present or antecedent) without

notice of prior defenses or equities or claims of ownership enforceable against its assignor or any person in the claim of title and before the respective maturity of the Series 2024 Bond. Every prior registered owner of the Series 2024 Bond shall be deemed to have waived and renounced all of its equities or rights therein in favor of each subsequent bona fide purchaser and each subsequent bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.06 Other Indebtedness. Except as otherwise provided in Section 6.04 hereof, nothing herein shall limit the ability of the City to incur any indebtedness secured by any one or more sources of Non-Ad Valorem Revenues or otherwise, or to create any debt, lien, pledge, assignment, encumbrance or charge upon any one or more sources of Non-Ad Valorem Revenues; provided, however, that no such debt, lien, pledge, assignment, encumbrance or charge upon any one or more sources of Non-Ad Valorem Revenues shall (a) affect the obligation of the City to make payments on the Series 2024 Bond from the Pledged Funds as required by this Agreement or the Series 2024 Bond, or (b) have payment priority over the Series 2024 Bond from the Pledged Funds, or (c) limit in any way the obligation of the City to make deposits of Non-Ad Valorem Revenues into the Sinking Fund as required by Section 4.03 of this Agreement.

Section 3.07 Mutilated, Destroyed, Stolen or Lost Series 2024 Bond. In case any of the Series 2024 Bond secured hereby shall become mutilated or be destroyed, stolen or lost, the City may execute and deliver a new Series 2024 Bond of like date, maturity and tenor in exchange and substitution for the Series 2024 Bond destroyed, stolen, mutilated or lost, upon the affected Bondholder's paying the reasonable expenses and charges of the City in connection therewith. In case a Series 2024 Bond is mutilated, it shall first be surrendered to the City and, in case a Series 2024 Bond is destroyed, stolen or lost, there shall first be furnished to the City evidence satisfactory to the City that it was destroyed, stolen or lost, and there shall be furnished to the City indemnity reasonably satisfactory to it.

[End of Article III]

ARTICLE IV

SOURCE OF PAYMENT OF SERIES 2024 BOND; SPECIAL OBLIGATIONS OF THE CITY

Section 4.01 Series 2024 Bond Not to be General Obligation or Indebtedness of the City. The Series 2024 Bond shall not be deemed to constitute a general obligation or a pledge of the faith and credit of the City, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Funds, in the manner and to the extent herein provided. No Bondholder shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property to pay the Series 2024 Bond or the interest thereon, nor shall any Bondholder be entitled to payment of such principal and interest from any other funds of the City other than the Pledged Funds, all in the manner and to the extent herein provided. The Loan evidenced by the Series 2024 Bond shall not constitute a lien upon any real or personal property of the City, or any part thereof, or any other tangible personal property of or in the City, but shall constitute a lien only on the Pledged Funds, all in the manner and the extent provided herein.

Section 4.02 Pledge to Secure the Series 2024 Bond. The City does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Series 2024 Bond and any other amounts owed by the City to the Lender under this Agreement. The City hereby pledges and assigns to the Lender and grants a lien in favor of the Lender on the Pledged Funds for so long as any of the Series 2024 Bond is Outstanding or any other amounts due to the Lender under this Agreement remain unpaid.

Section 4.03 Covenant to Budget and Appropriate.

(a) The City hereby covenants and agrees, to prepare, approve and appropriate (in accordance with applicable law and budgetary processes) in its Annual Budget for each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues of the City in an amount sufficient to satisfy (i) the Annual Debt Service Requirement with respect to the Series 2024 Bond for such Fiscal Year, (ii) any other amounts due under this Agreement or the Series 2024 Bond in such Fiscal Year, and (iii) any Rebate Amount due during such Fiscal Year as provided in Section 6.02(e) hereof. Amounts so budgeted and appropriated shall be deposited to the credit of the Sinking Fund, as provided herein.

(b) Such covenant and agreement on the part of the City to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments described in Section 4.03(a) hereof, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the Sinking Fund (and accounts therein) established hereunder; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the City's Non-Ad Valorem Revenues prior to deposit into the Sinking Fund or any other revenues of the City, nor shall it preclude the City from pledging in the future any of its Non-Ad Valorem Revenues or other revenues

to other obligations, nor shall it give the Bondholder a prior claim on such Non-Ad Valorem Revenues, as opposed to claims of general creditors of the City. Anything in this Agreement to the contrary notwithstanding, all obligations of the City hereunder shall be secured only by the Pledged Funds.

(c) The City recognizes the affirmative covenant and obligation to budget (to the extent permitted by and in accordance with applicable law and budgetary processes), appropriate and deposit Non-Ad Valorem Revenues into the Sinking Fund, in amounts sufficient to make the payments described in Section 4.03(a) hereof; subject, however, in all respects to the restrictions of Section 166.241(3), Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each Fiscal Year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources. The covenant and obligation of the City to budget, appropriate and make payments in respect of the Series 2024 Bond and the other payments described in Section 4.03(a) hereof from its Non-Ad Valorem Revenues is subject to the availability of such Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues (or any specific source comprising such revenues) and after satisfying funding requirements for essential services of the City, related to the health, welfare and safety of the inhabitants of the City, or which are legally mandated by applicable law.

(d) Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The City acknowledges that its covenant to budget and appropriate Non-Ad Valorem Revenues, in an amount sufficient to make the payments described in Section 4.03(a) hereof and to deposit such Non-Ad Valorem Revenues so appropriated into the Sinking Fund is for the benefit of the registered owner of the Series 2024 Bond.

[End of Article IV]

ARTICLE V

CREATION AND USE OF SINKING FUND AND ACCOUNTS THEREIN; DISPOSITION OF REVENUES; CREATION AND USE OF PROJECT FUND

Section 5.01 Creation and Use of Sinking Fund and Accounts Therein. There is hereby established the “City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Bond, Series 2024 Sinking Fund” and within the Sinking Fund there are established separate accounts therein designated as the “Interest Account” and the “Principal Account.”

The Sinking Fund established hereunder and all accounts therein shall constitute trust funds for the purposes herein provided, shall be delivered to and held by the Chief Financial Officer (or an Authorized Depository designated by the Chief Financial Officer), in each case who shall act as trustee of such funds for the purposes hereof, and shall at all times be kept separate and distinct from all other funds of the City and used only as herein provided. Money held in the Sinking Fund and the accounts therein shall be subject to a lien and charge in favor of the registered owner of the Series 2024 Bond as provided herein.

Section 5.02 Disposition of Non-Ad Valorem Revenues.

(a) Commencing immediately following the issuance of the Series 2024 Bond, and continuing thereafter so long as the Series 2024 Bond shall be Outstanding hereunder, the City shall deposit to the credit of the accounts listed below created within the Sinking Fund at least two (2) Business Days prior to the applicable due dates for the payment of principal of and interest on the Series 2024 Bond, from Non-Ad Valorem Revenues, amounts which, together with funds on deposit therein, will be sufficient to satisfy the deposit requirements described in clauses (1) and (2) below. Non-Ad Valorem Revenues shall be deposited as follows:

(1) First, by deposit into the Interest Account within the Sinking Fund an amount which, together with any other amounts required to be deposited therein pursuant to this Agreement, will equal the interest payable on the Series 2024 Bond on the next semiannual interest payment date; or earlier with respect to any prepayment of the Series 2024 Bond, an amount equal to the sum of the interest accrued to the date of prepayment; and

(2) Second, by deposit into the Principal Account within the Sinking Fund an amount which, together with any other amounts required to be deposited therein pursuant to this Agreement, will equal the Amortization Requirement then due on the Series 2024 Bond on the next principal payment date in such Fiscal Year or the maturity date, as applicable; or earlier with respect to any prepayment of the Series 2024 Bond, an amount equal to the sum of the principal amount to be prepaid.

(b) The City shall not be required to make any further payments into the Sinking Fund, including the accounts therein, when the aggregate amount of funds in the Sinking

Fund, including the accounts therein, are at least equal to the aggregate principal amount of the Series 2024 Bond issued pursuant to this Agreement and then Outstanding, plus the amount of interest then due or thereafter to become due on the Series 2024 Bond then Outstanding, or if the Series 2024 Bond has otherwise been paid in full.

Section 5.03 Use of Moneys in the Sinking Fund.

(a) Moneys on deposit in the Sinking Fund shall be used solely for the payment of the principal of and interest on the Series 2024 Bond.

(b) The City shall transfer from the Sinking Fund to the Paying Agent on or prior to each interest payment date and on each principal payment date and/or any prepayment date and the Paying Agent shall pay the Lender on or prior to each interest payment date and on each principal payment date and/or prepayment date, by wire transfer or delivery in other immediately available funds, an amount sufficient to pay the principal of and interest on the Series 2024 Bond due and payable on such interest payment date, principal payment date, prepayment date or maturity date, as applicable; provided, however, that so long as TD Public Finance LLC is the sole Lender, payment of all amounts due under the Loan shall be made by the City by wire transfer to the account of the Lender provided in writing by the Lender to the City

Section 5.04 Creation and Use of Project Fund. The proceeds of the Series 2024 Bond shall be deposited in a separate fund designated “City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Bond, 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. While on deposit in the Project Fund, such proceeds shall be invested by the City only in Permitted Investments. Moneys on deposit in the Project Fund, until applied for the purposes permitted in this Section 5.04, shall be held in trust by the City, and shall be subject to a lien and change in favor of the Lender. Any balance remaining after payment or provision for payment of the costs of the Project shall be used solely to pay principal of and interest on the Series 2024 Bond. In addition to the foregoing, to the extent provided in a certificate of an Authorized City Representative signed and delivered on the date of delivery of the Series 2024 Bond, the City may apply amounts in the Project Fund to pay the costs of issuance of the Series 2024 Bond.

[End of Article V]

ARTICLE VI

COVENANTS OF THE CITY

Section 6.01 Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement, the Resolution and in the Series 2024 Bond or in any proceedings of the City Commission relating to the Series 2024 Bond, including, without limitation, the Resolution. The City covenants that all of the proceeds of the Series 2024 Bond shall be applied solely as provided for in Section 5.04 hereof.

Section 6.02 Compliance with the Code.

(a) *General.* The City covenants that it will not take or omit to take any action that, if taken or omitted, or make or direct the making of any investment or other use of the proceeds of the Series 2024 Bond that would cause the Series 2024 Bond to be “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, or that would cause any of the Series 2024 Bond to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code, or “hedge bonds” as that term is defined in Section 149(g) (or any successor provision thereto) of the Code, or that would result in the loss of the exclusion of interest on the Series 2024 Bond from the gross income of the owner thereof for federal income tax purposes under the Code and all applicable regulations promulgated under the Code or under the statutory predecessor of the Code, and that it will comply with the requirements of Section 148 of the Code and the aforementioned regulations throughout the term of the Series 2024 Bond. Notwithstanding any other provision of the Resolution or this Agreement to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Series 2024 Bond for federal income tax purposes, the covenants contained in this Section 6.02 shall survive the payment of the Series 2024 Bond and the interest thereon.

(b) *No Private Activity.* The City shall not permit any use or receive or constructively receive any payment that would cause the Series 2024 Bond to be treated as “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and the City shall comply with the requirements of the Code in such respects. Particularly, but without limitation, except as provided for in the Tax Certificate, the City or another governmental entity shall be the owner of the capital improvements comprising the Project for federal income tax purposes.

(c) *No Federal Guaranty.* The payment of principal, Amortization Requirements and interest with respect to the Series 2024 Bond shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Series 2024 Bond, or amount treated as proceeds of the Series 2024 Bond, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Series 2024 Bond is being issued, (ii) may be so used in making investments of a bona fide debt service fund, or (iii) may be invested in obligations issued by the United States Treasury.

(d) *Assuring Ongoing Compliance.* All necessary and desirable steps by the City shall be taken to comply with the requirements hereunder in order to ensure that the interest on the Series 2024 Bond is excluded from gross income for federal income tax purposes under the Code including, without limitation, adhering to the Tax Certificate of the City; provided, however, compliance with any particular requirement shall not be required in the event (x) the City receives an opinion of Bond Counsel that provides either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Series 2024 Bond for federal income tax purposes, or (ii) the City's compliance with some other requirement will meet the requirements of the Code in order to maintain the exclusion from gross income of the interest on the Series 2024 Bond for federal income tax purposes under the Code and (y) in the case of (x)(ii) the City complies with all such other requirements in order to maintain the exclusion from gross income of the interest on the Series 2024 Bond for federal income tax purposes under the Code.

(e) *Rebate.* Without intending to limit in any way the generality of the foregoing, the City covenants and agrees to (i) pay to the United States of America, at the times required pursuant to Section 148(f) of the Code, any rebate amount (the "Rebate Amount") determined pursuant to Section 148(f) of the Code and (ii) maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code.

Section 6.03 Adjustment to Interest Rate if Determined Not to be Tax-Exempt. Upon the occurrence of a Determination of Taxability (as defined in the Series 2024 Bond) the interest rate on the Series 2024 Bond shall be immediately and automatically adjusted as set forth therein.

Section 6.04 Anti-Dilution Test. The City may incur additional Debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues (calculated by using the average of actual Non-Ad Valorem Revenues for the prior two most recently completed Fiscal Years for which audited financial statements are available) were 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 and the debt proposed to be issued) to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources (notwithstanding anything herein to the contrary, for the purposes of the calculation required by this Section 6.04, Debt shall not include any indebtedness the debt service on which is reasonably expected to be paid from sources other than Non-Ad Valorem Revenues).

For purposes of this paragraph, the Maximum Annual Debt Service on Balloon Debt and on Variable Rate Debt shall be determined as set forth in the definition of "Annual Debt Service Requirement" contained in Section 1.01 of this Agreement. Additionally, for purposes of calculating annual debt service, any Variable Rate Debt with respect to which the City has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such Variable Rate Debt shall be treated for purposes of this Section 6.04 as bearing interest at a fixed rate equal to the fixed rate payable by the City under the interest rate swap or the capped

rate provided by the interest rate cap, as applicable, up to the notional amount on such interest rate swap or interest rate cap.

With respect to debt service on any Debt with respect to which the City elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the City actually received (or the City reasonably believes that it will be in receipt of) such subsidy payment on or prior to such interest payment date. In that case, such direct subsidy payments shall not be treated as Non-Ad Valorem Revenues to avoid double counting.

Section 6.05 Coverage in Event of No City Public Debt Rating. If the City no longer carries a public debt rating on its general obligation bonds or bonds secured by a covenant to budget and appropriate Non-Ad Valorem Revenues from at least one of Moody's, Fitch or S&P, the total amount of Non-Ad Valorem Revenues (calculated by using the average of actual Non-Ad Valorem Revenues for the prior two most recently completed Fiscal Years for which audited financial statements are available) for each Fiscal Year during which no such public debt rating exists, must be at least 1.50 times the Maximum Annual Debt Service to be paid from Non-Ad Valorem Revenues for such Fiscal Year, including any Debt secured by or payable from one or several specific revenue sources.

Section 6.06 Information Requirements. The City agrees to deliver to the Lender within 270 days after the end of its Fiscal Year, the audited financial statements relating to the City for each Fiscal Year while the Series 2024 Bond is Outstanding. In addition, the City agrees to deliver to the Lender (i) as soon as available and in any event not later than 60 days after the start of each Fiscal Year, the Annual Budget, and (ii) upon written request, when available, such other information, reports or schedules (financial or otherwise) as the Lender may reasonably request. The Annual Budget shall, subject in all respects to Section 4.03 hereof, provide for revenues sufficient to comply with the City's payment obligations under Section 4.03(a) hereof, including any unsatisfied obligations from prior Fiscal Years.

[End of Article VI]

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01 Events of Default. Each of the following is hereby declared an “Event of Default:”

(a) payment of the principal of, Amortization Requirement or interest on the Series 2024 Bond shall not be made when the same shall become due and payable, either at maturity or otherwise provided, however, with respect to payments due on a date other than the maturity date, it shall not be an Event of Default unless such failure shall continue unremedied for a period of three (3) Business Days thereafter; or

(b) failure by the City to observe and perform any covenant, condition or agreement other than a failure under (a) above, on its part to be observed or performed under this Agreement, for a period of thirty (30) days after written notice of the failure has been provided by the Lender to the City 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 City 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 City within such initial thirty (30) day period and is diligently pursued until the failure is cured; or

(c) any warranty, representation or other statement by the City or by an officer or agent of the City contained in this Agreement or in any instrument furnished in compliance with or in reference to this 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 City or its officer or agent;

(d) there shall occur the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the commission by the City of any act of bankruptcy, or adjudication of the City as bankrupt, or assignment by the City for the benefit of its creditors, or appointment of a receiver, trustee, emergency manager, liquidator or similar official for the City or any such entity or a court of competent jurisdiction shall assume custody or control of the City or the whole or any substantial part of its property, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended; or

(e) the credit ratings by Moody’s, Fitch or S&P on 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, Fitch or S&P shall fall below “Baa3” by Moody’s or below “BBB-” by Fitch or S&P, or the credit ratings by Moody’s, Fitch or S&P on any such indebtedness 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; provided, however,

that an Event of Default under this subsection (e) shall not occur or be deemed to have occurred if, either (i) any one of Moody's, Fitch or S&P continues to maintain the required rating or (ii) the City is in compliance with the requirements of Section 6.05 of this Agreement. **[Confirm clause (i)]**

(f) default under any agreement to which the City is a party evidencing, securing or otherwise respecting any indebtedness of the City which is secured by the Non-Ad Valorem Revenues outstanding in the amount of \$250,000 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;

(g) final judgment for the payment of money in the amount of \$2,000,000 or more is rendered against the City, the payment of which would materially adversely affect the City'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 City'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 City 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 City's ability to meet its obligations hereunder; or (iii) the City is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law.

Section 7.02 Exercise of Remedies. Upon the occurrence and during the continuation of an Event of Default described in Section 7.01(a) of this Agreement, the Series 2024 Bond will bear interest at the Default Rate. The Default Rate shall be applied per diem and continue until such time as the Event of Default has been cured, at which time if the interest rate on the Series 2024 Bond had been increased to the Default Rate as a result of the application of this provision, the interest rate shall return to the interest rate in effect immediately prior to such Event of Default. Upon the occurrence and during the continuance of any Event of Default under Section 7.01 hereof, the Lender may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings (including mandamus) in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Lender shall deem most effective to protect and enforce such rights. Notwithstanding the foregoing, under no circumstances will the remedies for an Event of Default include acceleration of the payment of the Series 2024 Bond; provided, however, that in the event the City grants another lender acceleration rights with respect to debt payable and secured by the Non-Ad Valorem Revenues, the same acceleration rights shall be extended to the Lender to the extent legally permissible.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Lender shall be entitled to sue for, enforce payment of and receive any and all amounts then due from the City for principal, interest or otherwise under any of the provisions of this Agreement

or of the Series 2024 Bond then unpaid, with interest on overdue payments of principal at the rate or rates of interest specified in the Series 2024 Bond and herein, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Series 2024 Bond, without prejudice, to any other right or remedy of the Lender, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the Series 2024 Bond, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but solely from Non-Ad Valorem Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 7.03 Remedies not Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 7.04 Waivers, Etc. No delay or omission of the Lender to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Lender may be exercised from time to time and as often as may be deemed expedient.

The Lender may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing from a duly authorized officer of the Lender and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 7.05 Notice of Defaults. The City agrees to give the Lender prompt written notice if any petition, assignment, appointment, possession or judgement referred to in Section 7.01(d) is filed by or against or rendered against the City 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.

[End of Article VII]

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Covenants of Parties: Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, City or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 8.02 Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Lender.

Section 8.03 Term of this Agreement. This Agreement shall be in full force and effect from the date of execution hereof until the Series 2024 Bond and all other obligations payable hereunder have been paid in full; provided, however, those provisions relating to the federal tax-exempt status of the Series 2024 Bond and the payment of retroactive increase in interest rate and costs associated with the loss of federal tax-exempt status shall survive the termination of this Agreement.

Section 8.04 Notice. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by (a) registered mail, return receipt requested, (b) hand delivery, (c) Federal Express or other nationally recognized overnight courier service, or (d) electronic transmission.

(a) As to the City:

City of Deerfield Beach, Florida
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Attention: City Manager

(b) As to the Lender:

TD Public Finance LLC
255 Alhambra Circle
Coral Gables, Florida 33134
Attention: Lance Aylsworth

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with a Bondholder

other than the Lender shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, to the address for such Bondholder as shown on the Register.

Section 8.05 Benefits Exclusive. Except as herein otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City or the Lender, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Lender.

Section 8.06 Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Series 2024 Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Series 2024 Bond, but this Agreement, any amendment or supplement hereto and the Series 2024 Bond shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time.

Section 8.07 Payments Due on Non Business Days. In any case where the date of payment of interest on or principal of the Series 2024 Bond shall be a day other than a Business Day, then payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the nominal payment date.

Section 8.08 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

Section 8.09 Headings, Etc. Any heading preceding the texts of the several articles and sections hereof, and any table of contents or marginal Series 2024 Bonds appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 8.10 Applicable Law and Venue. The Series 2024 Bond shall be governed by applicable federal law and the internal laws of the State of Florida. The parties hereto agree that certain material events and occurrences relating to the Series 2024 Bond bear a reasonable relationship to the laws of the State of Florida and the validity, terms, performance and enforcement of the Series 2024 Bond shall be governed by and construed in accordance with the internal laws of the State of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in the State of Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Series 2024 Bond or this Agreement, the parties hereto consent to the jurisdiction of and venue in any state or federal court located in Broward County, Florida.

Section 8.11 No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Series 2024 Bond, or in any other instrument or document executed by or on behalf

of the City 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 City, or of any incorporator, member, commissioner, director, trustee, officer, employee or agent of any successor to the City, 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 Series 2024 Bond 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 City or any successor to the City, 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.

Section 8.12 Waiver of Jury Trial. THE PARTIES EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR THE SERIES 2024 BOND, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERIES 2024 BOND, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THE PARTIES ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT AND THE ISSUANCE, SALE AND PURCHASE OF THE SERIES 2024 BOND.

Section 8.13 USA Patriot Act. The City 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 City further represents and warrants to the Lender that the City 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 8.14 Incorporation by Reference. By virtue of its submission of its proposal originally dated January 30, 2024, in response to the City's Request for Proposals dated January 5, 2024 (the "RFP"), and by its execution of this 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 "General Instructions to Proposers" of the RFP, and such representations and certifications are hereby incorporated into this Agreement as if fully set forth herein.

Section 8.15 E-Verify. As a condition precedent to the effectiveness of this 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 8.15 are applicable to the Lender only with respect to this 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 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 Agreement and in accordance with the public records requirements of this Agreement.

(b) The City, 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 City, 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 City terminates this 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 Agreement was terminated. The Lender is liable for any additional costs incurred by the City as a result of termination of this Agreement.

(e) The Lender shall include in each of its subcontracts, if any, the requirements set forth in this Section 8.15, 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 8.15 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 Agreement and has no current intention to engage or contract with a subcontractor with respect to providing the Loan under this Agreement. The Lender shall notify the City if it engages or contracts with any subcontractor with respect to providing the Loan under this Agreement.

Section 8.16 Privately Negotiated Loan. The City acknowledges and agrees that the Lender is purchasing the Series 2024 Bond in evidence of a privately negotiated loan and in that connection the Series 2024 Bond 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 8.17 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 City, to satisfy any obligation of the City now or hereafter existing under this Loan. The Loan and this Agreement shall not be deemed to grant any participant or any assignee any right of set-off.

[End of Article VIII]

IN WITNESS WHEREOF, the City of Deerfield Beach, Florida, has caused this 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 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 this ____
day of April, 2024.

By: _____
Name: Anthony C. Soroka, Esq.
Title: City Attorney

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title: Vice President

EXHIBIT A

CITY OF DEERFIELD BEACH, FLORIDA

DESCRIPTION OF PROJECT

The municipal improvements to be financed, in whole or in part, with proceeds of the Series 2024 Bond 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 are approved by the City Commission to be financed, in whole or in part, with proceeds of the Series 2024 Bond, so long as such improvements are eligible to be financed with proceeds of tax-exempt obligations such as the Series 2024 Bond.

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 City determines such improvement is not feasible or is otherwise not in the best interests of the City to pursue or (2) substitute or modify one or more of such improvements with any other capital improvements within the City, if the City determines such substitution or modification better serves the City's purposes; provided the modified or substituted improvement is eligible to be financed with proceeds of tax-exempt obligations such as the Series 2024 Bond.

EXHIBIT B

FORM OF SERIES 2024 BOND

NOTWITHSTANDING ANYTHING IN THIS SERIES 2024 BOND TO THE CONTRARY, NO PURCHASE, TRANSFER OR ASSIGNMENT OF THE SERIES 2024 BOND AND THE LOAN SHALL BE EFFECTIVE UNLESS (I) SUCH PURCHASE, TRANSFER OR ASSIGNMENT IS TO AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER, INCLUDING, WITHOUT LIMITATION, AN AFFILIATE OF THE LENDER AND CAN BE MADE WITHOUT VIOLATING ANY APPLICABLE LAWS AND (II) THE IDENTITY OF ANY PURCHASER, TRANSFEREE OR ASSIGNEE, AS AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER SHALL BE PROVIDED IN WRITING TO THE CITY. THE LOAN, AS EVIDENCED BY THE SERIES 2024 BOND, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS BASED ON EXEMPTIONS PROVIDED THEREIN. ANY TRANSFER, ASSIGNMENT OR OTHER DISPOSITION OF THE LOAN, AS EVIDENCED BY THE SERIES 2024 BOND, OR ANY PARTICIPATION THEREIN, SHALL BE IN EACH CASE ONLY IN A MANNER THAT DOES NOT VIOLATE ANY APPLICABLE LAWS. ANY TRANSFEREE, PRIOR TO BECOMING A REGISTERED OWNER, SHALL EXECUTE AN INVESTOR LETTER SUBSTANTIALLY THE SAME AS THE INVESTOR LETTER EXECUTED BY THE LENDER.

R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF DEERFIELD BEACH, FLORIDA
SPECIAL OBLIGATION NON-AD VALOREM REVENUE BOND, SERIES 2024

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Date of Original Issuance</u>
March 1, 2044	____%	April __, 2024

Registered Owner: TD Public Finance LLC

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that the City of Deerfield Beach, Florida (the “City”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, on the date specified above, but solely from the sources hereinafter mentioned the principal sum specified above with interest thereon at the fixed interest rate specified above (subject to adjustment as herein provided). Interest is payable on the first day of March 1 and September 1 of each year, commencing on September 1, 2024 (each, an “Interest Payment Date”). Principal, including Amortization Requirements, of this Series 2024 Bond is payable as hereinafter set forth. All payments shall be made in lawful money of the United States of America. All payments due hereunder shall be made no later than 2:00 p.m., Eastern time, on the date due, free and clear of any defenses, set-offs, counterclaims, withholding or deductions for taxes.

All interest and principal payable on this Series 2024 Bond is payable by the Chief Financial Officer of the City, as paying agent (said paying agent or any successor paying agent being herein referred to as the “Paying Agent”), by wire transfer in immediately available funds to the bank and bank account specified in writing by the registered owner as such registered owner appears on the registry books maintained by the Chief Financial Officer of the City, as Registrar (said registrar and any successor registrar being herein referred to as the “Registrar”) at the close of business on the fifteenth calendar day (whether or not a Business Day) of the calendar month preceding each interest payment date or the date on which the principal of this Series 2024 Bond is to be paid or prepaid (the “Record Date”) irrespective of any transfer or exchange of this Series 2024 Bond subsequent to such Record Date and prior to such payment date; provided, however, that so long as TD Public Finance LLC is the sole Lender, payment of all amounts due under the Loan shall be made by the City by wire transfer to the account of the Lender as provided in Section 5.03(b) of the Agreement (as hereinafter defined), or such other method approved in writing by the Lender. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

No presentment shall be required for any payment on this Series 2024 Bond; however, within a reasonable period of time after payment in full of this Series 2024 Bond, the Registered Owner shall return this Series 2024 Bond to the City marked “paid in full” or its equivalent.

All terms used herein in capitalized form and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

This Series 2024 Bond is issued by the City, and evidences the obligation designated as “City of Deerfield Beach, Florida Special Obligation Non-Ad Valorem Revenue Bond, Series 2024” (herein called the “Series 2024 Bond”), in the aggregate principal amount of _____ Dollars (\$_____), for the purpose of providing funds to (i) finance the costs of the Project, as defined in the Agreement, and (ii) pay costs of issuance of the Series 2024 Bond. The Series 2024 Bond is being issued 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 from time to time, the Charter of the City and other applicable provisions of law, Ordinance No. 2024/___ duly enacted by the City Commission of the City (the “City Commission”) on March [19], 2024, Resolution No. 2024/___ duly adopted by the City Commission on March [19], 2024 (the “Resolution”) and a Loan Agreement dated as of April __, 2024 (the “Agreement”) by and between the City and TD Public Finance LLC (the “Lender”).

The interest rate on this Series 2024 Bond stated above may be subject to adjustment upon certain events as described hereinbelow.

The Series 2024 Bond and the interest thereon are payable from and secured solely by a prior lien upon and pledge of the Pledged Funds, all in the manner and to the extent provided in the Agreement. Pursuant to the Agreement, the City has covenanted and agreed to prepare, approve and appropriate (in accordance with applicable law and budgetary processes) in its Annual Budget for each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues of the City in an amount sufficient to provide for the timely payment of the amounts described in Section 4.03(a) of the Agreement for the applicable Fiscal Year. Amounts so budgeted and appropriated shall be deposited to the credit of the Sinking Fund established pursuant to the Agreement.

Such covenant and agreement on the part of the City to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments on the Series 2024 Bond when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the Sinking Fund (and accounts therein); provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Non-Ad Valorem Revenues prior to deposit into the Sinking Fund or other revenues, nor shall it preclude the City from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give the Bondholder a prior claim on such Non-Ad Valorem Revenues, as opposed to claims of general creditors of the City. Anything in the Agreement to the contrary notwithstanding, all obligations of the City hereunder shall be secured only by the Pledged Funds.

Upon the occurrence of a Determination of Taxability (as defined below), the interest rate on this Series 2024 Bond shall be adjusted to a rate equal to ___% (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 Series 2024 Bond (the “Accrual Date”); and (i) the City, on the next interest payment date (or if this Series 2024 Bond shall have matured, within 30 days after demand), shall to 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 Series 2024 Bond 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 City on this Series 2024 Bond 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 Series 2024 Bond shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Series 2024 Bond. This adjustment shall survive payment of this Series 2024 Bond until such time as the federal statute of limitations under which the interest on this Series 2024 Bond could be declared taxable under the Code shall have expired.

As used in this Series 2024 Bond, “Determination of Taxability” means that interest on this Series 2024 Bond 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 City. Changes in the Code shall not result in a Determination of Taxability.

This Series 2024 Bond 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 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.

Reference is hereby made to the Agreement for the provisions, among others, relating to the term, lien and security of the Series 2024 Bond, the custody and application of the proceeds of the Series 2024 Bond, the rights and remedies of the registered owner, the extent of and limitations on the City’s rights, duties and obligations and the parties’ waiver of jury trial and agreement to jurisdiction and venue, to all of which provisions the registered owner hereof for itself and its successors in interest assents by acceptance of this Series 2024 Bond.

The City has previously issued and currently has outstanding, and in the future may issue, other indebtedness payable from or secured by Non-Ad Valorem Revenues, but only to the extent permitted by the terms of the Agreement.

This Series 2024 Bond shall not be deemed to constitute a debt or a pledge of the faith and credit of the City, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation. Nothing herein, in the Resolution, or in the Agreement shall be deemed to create a pledge of or lien on the Non-Ad Valorem Revenues prior to deposit into the Sinking Fund, the ad valorem tax revenues, or any other revenues of the City, or permit or constitute a mortgage or lien upon any assets owned by the City. It is expressly agreed by the holder of this Series 2024 Bond that such holder shall never have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of the principal of and interest on this Series 2024 Bond or for the payment of any other amounts provided for in the Agreement or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues, nor shall this Series 2024 Bond constitute a charge, lien or encumbrance, either legal or equitable, on any property, assets or funds of the City, except the Pledged Funds to the extent and as provided in the Agreement.

Neither the members of the governing body of the City, nor any officers or employees of the City or any person executing this Series 2024 Bond shall be liable personally on this Series 2024 Bond by reason of its issuance.

This Series 2024 Bond may be pre-paid in whole or in part on any day on or after the third anniversary of the Date of Original Issuance hereof, upon at least thirty (30) days' prior written notice to the Lender specifying the amount of prepayment, at a prepayment price equal to the principal amount being prepaid, without any prepayment premium or penalty, plus interest accrued to the prepayment date. Any prepayment in part shall be applied in inverse order of maturity, unless otherwise agreed to by the City and the Lender.

This Series 2024 Bond is subject to mandatory sinking fund amortization prior to maturity through the application of Amortization Requirements set forth below, at a price equal to 100% of the Amortization Requirement to be paid, plus accrued interest to the payment date, on March 1 of each year in the amount of the Amortization Requirement for each year specified below:

(March 1)

Amortization Requirement

* Final maturity.

The original Lender and each successive registered owner of this Series 2024 Bond shall be conclusively deemed to have agreed and consented to the following terms and conditions:

This Series 2024 Bond is transferable, in whole, by the registered owner in person or by its attorney duly authorized in writing at the office of the Registrar, but only in the manner, subject to the limitations and upon surrender and cancellation of this Series 2024 Bond, as set forth in Section 3.04 of the Agreement. Upon such transfer a new registered Series 2024 Bond will be issued to the transferee in exchange therefor. Any transfer of this Series 2024 Bond may be registered only in the Register maintained by the Registrar for such purpose, upon the surrender hereof to the Registrar, together with an assignment duly executed by the registered owner or its attorney duly authorized in writing, in such form as shall be satisfactory to the Registrar. The City may deem and treat the registered owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the City shall not be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Series 2024 Bond exist, have happened and have been performed in regular and due form and time, as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Series 2024 Bond is in full compliance with all constitutional, statutory or charter limitations or provisions.

IN WITNESS WHEREOF, the City of Deerfield Beach, Florida has caused this Series 2024 Bond to be signed by its City Manager, either manually or with his facsimile signature, and the seal of the City of Deerfield Beach, Florida or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk, either manually or with her facsimile signature.

CITY OF DEERFIELD BEACH, FLORIDA

City Manager

[SEAL]

Attest:

City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

This Series 2024 Bond is delivered pursuant to the within mentioned Resolution and Agreement.

Date of Authentication: April __, 2024.

CITY OF DEERFIELD BEACH, FLORIDA
as Registrar

By: _____
Chief Financial Officer

[FORM OF ABBREVIATIONS]

The following abbreviations, when used in the inscription on the face of the within Series 2024 Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT– _____ Custodian for _____
(Cust) (Minor)

under Uniform Gifts to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned (the "Transferor") hereby sells, assigns and transfers unto _____
(the "Transferee")

**PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE**

the within Series 2024 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____,
attorney to register the transfer of the within Series 2024 Bond on the books kept for registration and registration of the transfer thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: No transfer will be registered and no new Series 2024 Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Series 2024 Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2260

Agenda Date: 3/19/2024

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Robert Weech as the Fifth Member to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; 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

Pursuant to Section 54-271(a) of the City Code, the fifth member of the Board of Trustees of the Municipal Firefighters Pension Trust Fund (the "Board") is chosen by a majority of the other four Board members, and such person's name shall be submitted to the City Commission. Upon receipt of the submission, the City Commission shall appoint such person to the Board as a ministerial duty.

On November 6, 2023, the Board only had three Trustees in attendance, so they could not vote on the appointment of the Fifth Member. On February 26, 2024, the Board unanimously approved Robert Weech to serve a four year term as the Fifth Member. Upon commission approval, the Board will have five members with zero vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING ROBERT WEECH AS
THE FIFTH MEMBER TO THE BOARD OF TRUSTEES OF THE
MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-271 of the City Code, the Board of Trustees for the Municipal Firefighter's Pension Trust Fund (the "Board") is comprised of five members: two members are appointed by the City Commission, two firefighters are elected by a majority of firefighter plan participants, and the fifth member is chosen by the majority of the four other Board members, with all appointees serving a four-year term; and

WHEREAS, Section 54-271 of the City Code provides that the Board shall submit the name of the fifth member to the City Commission, who shall, as a ministerial duty, appoint such person to the Board as the fifth member; and

WHEREAS, Robert Weech's term as the fifth member on the Board expired on December 12, 2023; and

WHEREAS, at the February 26, 2024 Board Meeting, the Board unanimously voted for Robert Weech to continue to serve as the fifth member of the Board.

**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. Robert Weech is hereby appointed to serve as the fifth member of the Board of Trustees of the Municipal Firefighters' Pension Trust Fund of the City of Deerfield Beach for a term ending on March 19, 2028.

Section 3. The appointee shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



BOARD OF TRUSTEES FIREMEN'S PENSION TRUST FUND

Creating Authority:

Ordinance 2023/006

Method of Appointment:

Two (2) Residents selected by Commission for Four (4) Years Term

Two (2) Firefighters elected by Firefighters for Four (4) Years Term

One (1) Member selected by the previous four (4) members and confirmed by Resolution

Financial Disclosure:

Required

Compensation:

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

Liaison:

Doug Falcon, Liaison, (954) 366-0111, ext. 309

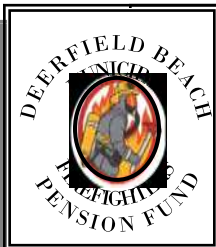
Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time be prescribed by Chapter 175.061 (F.S.) and/or amendments thereto as may be duly enacted

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jonathan Campbell Commission	229 SE 6 th Ave Deerfield Beach, FL 33441	561-703-0909	Self	2023/147	09/05/23	10/01/27
Robert Weech Board (5th Member)			Self	2021/158	11/16/21	12/12/23
Brian Baker Employees (Elected)			NEW	2023/016	01/15/23	01/15/25
Stephen Hill Employees (Elected)			Self	2023/016	01/15/23	01/15/25
Sharon Haynes Commission	175 Ventnor K Deerfield Beach, FL 33442	404-707-5117	NEW	2023/017	01/15/23	01/15/25



Deerfield Beach Municipal Firefighters Pension Fund
c/o Doug Falcon, FHATPA
PO Box 327810
Fort Lauderdale, FL 33332
(954) 366-0111

February 26, 2024

Ms. Heather Montemayor, CMC,
City Clerk
150 NE 2 Avenue
Deerfield Beach, FL 33441

Re: Fifth Trustee

Dear Ms. Montemayor:

At the regularly scheduled meeting of the Board of Trustees of the City of Deerfield Municipal Firefighters Pension Fund held February 26, 2024 a motion was made, seconded and carried unanimously reelecting Robert Weech as the Board's "Fifth" Trustee.

Let us know if you have any questions or need additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Doug Falcon".

Doug Falcon
Plan Administrator
doug@fhatpa.com

Board of Trustees

Robert Weech

Stephen Hill

Jonathan Campbell

Brian Baker

Sharon Haynes



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-98

Agenda Date: 3/19/2024

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 three amendments to the Landscape Inclusive Maintenance Memorandums of Agreement with the Florida Department of Transportation to include additional median landscape improvements located on Federal Highway/US 1 at two locations and one location along Hillsboro Boulevard; authorizing execution of the Amendments; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In September 2023, the City Commission approved the award of ITB#2023-32-BA for citywide median landscape improvements to Visualscape, Inc. The City Commission has indicated that one of its priorities is to improve the aesthetic appeal of the City, with specific emphasis on the entryway medians.

Current Activity

On May 6, 2009, the City and the Florida Department of Transportation ("FDOT") entered into three (3) Landscape Inclusive Maintenance Memorandums of Agreement ("MMOAS") for the purpose of maintaining the landscape improvements at the following locations: (1) South Federal Highway/US1 from MP 13.350 to MP 13.863 ("Location 1"); (2) South Federal Highway/US1 from MP 14.764 to MP 15.284 ("Location 2"); and (3) Hillsboro Boulevard from MP 2.041 to MP 3.092 ("Location 3");

FDOT and the City have agreed to install additional landscape improvements, which include trees, shrubs and irrigation in the medians located at Location 1 and Location 2 in accordance with the landscape plans attached to each of the Amended MMOA's (the "Location 1 and 2 Improvements"). FDOT and the City have agreed to install additional landscape improvements, which include trees, shrubs, irrigation and brick pavers in the medians located at Location 3 in accordance with the landscape plan attached to the Amended MMOAs for Hillsboro Boulevard (the "Location 3 Improvements")(collectively, the "Location 1 and 2 Improvements" and the "Location 3 Improvements" are the "Additional Improvements").

The City would be responsible for installation and maintenance of the Additional Improvements at each of the designated locations.

Recommendation

Staff recommends approval of the MMOA amendments.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THREE AMENDMENTS TO THE LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUMS OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INCLUDE ADDITIONAL MEDIAN LANDSCAPE IMPROVEMENTS LOCATED ON FEDERAL HIGHWAY/US 1 AT TWO LOCATIONS AND ONE LOCATION ALONG HILLSBORO BOULEVARD; AUTHORIZING EXECUTION OF THE AMENDMENTS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on May 6, 2009, the City and the Florida Department of Transportation (“FDOT”) entered into three (3) Landscape Inclusive Maintenance Memorandums of Agreement (“MMOA”) for the purpose of maintaining the landscape improvements at the following locations: (1) South Federal Highway/US1 from MP 13.350 to MP 13.863 (“Location 1”); (2) South Federal Highway/US1 from MP 14.764 to MP 15.284 (“Location 2”); and (3) Hillsboro Boulevard from MP 2.041 to MP 3.092 (“Location 3”); and

WHEREAS, FDOT and the City have agreed to install additional landscape improvements, which include trees, shrubs and irrigation in the medians located at Location 1 and Location 2 in accordance with the landscape plans attached to each of the Amended MMOAs (the “Location 1 and 2 Improvements”); and

WHEREAS, FDOT and the City have agreed to install additional landscape improvements, which include trees, shrubs, irrigation and brick pavers in the medians located at Location 3 in accordance with the landscape plan attached to the Amended MMOAs for Hillsboro Boulevard (the “Location 3 Improvements”)(collectively, the “Location 1 and 2 Improvements” and the “Location 3 Improvements” are the “Additional Improvements”); and

WHEREAS, the City would be responsible for installation and maintenance of the Additional Improvements at each of the designated locations; and

WHEREAS, the City and FDOT desire to amend the MMOAs to include the Additional Improvements (the “Amendments”); and

WHEREAS, City staff recommends approving and authorizing execution of the Amendments to the MMOAs with FDOT, attached as Exhibits “A,” “B” and “C” respectively, to include the Additional Improvements.

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 hereby approves the Amendment to the MMOA with FDOT for Location 1, attached as Exhibit “A,” to include the Additional Improvements.

Section 3. The City hereby approves the Amendment to the MMOA with FDOT for Location 2, attached as Exhibit “B,” to include the Additional Improvements.

Section 4. The City hereby approves the Amendment to the MMOA with FDOT for Location 3, attached as Exhibit “C,” to include the Additional Improvements.

Section 5. The City Manager is hereby authorized to execute the MMOAS Amendments with FDOT, attached as Exhibits “A,” “B” and “C”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

SECTION No.: 86020000
 STATE ROAD: 5
 PERMIT No: 2023-L-491-00012
 COUNTY: BROWARD

**AMENDMENT NUMBER TWELVE (12) TO
 FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
 LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Twelve (12) to the Agreement dated May 6, 2009, made and entered into this _____ day of _____ 20____ by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION** hereinafter called the **DEPARTMENT** and the **CITY OF DEERFIELD BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated May 6, 2009 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including **State Road 5 (South Federal Highway/US 1)**; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on **State Road 5 (South Federal Highway/US 1)** in accordance with the above referenced Agreement; and,

WHEREAS, the AGENCY by Resolution No. _____ dated _____, attached hereto and by this reference made a part hereof as **Exhibit "C"**, desires to enter into this Agreement and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Page 7, Paragraph 8 of the Landscape Inclusive Maintenance Memorandum of Agreement dated May 6, 2009, the AGENCY may construct additional landscape improvements or modify an improvement located as indicated in **Exhibit "A"**, on **State Road 5 (South Federal Highway/US 1)** from MP 13.350 to MP 13.863. The landscape improvements include trees, shrubs and irrigation in the medians, in accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY agrees to maintain the additional landscape improvements described above in accordance with Part I of the Maintenance Plan (Exhibit "E") of the original agreement and as follows:

PART II. Specific Project Site Maintenance Requirements and Recommendations:

- A. The design intent of this project is to provide some upgrades to the existing landscaping in these medians by removing/relocating some of the existing trees,

palms, and plant materials that are doing poorly and installing new landscape material in the medians as requested by the City of Deerfield Beach staff.

- B. Canopy Trees are intended to be maintained at their normal mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
- C. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees on a quarterly basis.
- D. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- E. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- F. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
- G. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 6" to 12" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
- H. The groundcover and shrub vertical growth shall be maintained as follows:
 - a. Perennial Peanut and Seasonal Annuals (Flowers) must be maintained at a maximum height of 15" since they are located in restricted sight distance areas.
 - b. Variegated False Agave should not be pruned or trimmed back. They are in areas that do not have sight distance restrictions, and therefore can be left natural. However, they may be maintained periodically by removing any dead leaves at the base of the plant.
 - c. The Jatropha trees (standards) are located in areas that do not have sight distance restrictions, and therefore can be left natural. Although they do not have to be maintained at a prescribed height, they may be pruned periodically for structural reasons, if deemed necessary by the maintaining agency.
 - d. Some of the Dwarf Natal Plums are located in restricted sight distance areas and must therefore be maintained at a maximum height of 18".
- I. Inspect groundcovers and shrubs on a quarterly basis for maintaining full ground coverage.

- J. Evaluate plant material on a quarterly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
- K. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

Exhibit A - Landscape Improvements Maintenance Boundaries
Exhibit B - Landscape Improvement Plans
Exhibit C - Resolution

In Witness whereof, the parties hereto have executed with this Amendment effective the day and year first written above.

CITY OF DEERFIELD BEACH

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
City Clerk

Legal Approval: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION No.: 86020000
STATE ROAD: 5
PERMIT No: 2023-L-491-00012
COUNTY: BROWARD

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

**I. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR
STATE ROAD 810:**

State Road 5 (US 1) from M.P. 13.367 (N.E. 54th Street / S.E. 15th Street) to
M.P. 15.325 (Palm Beach County Line)

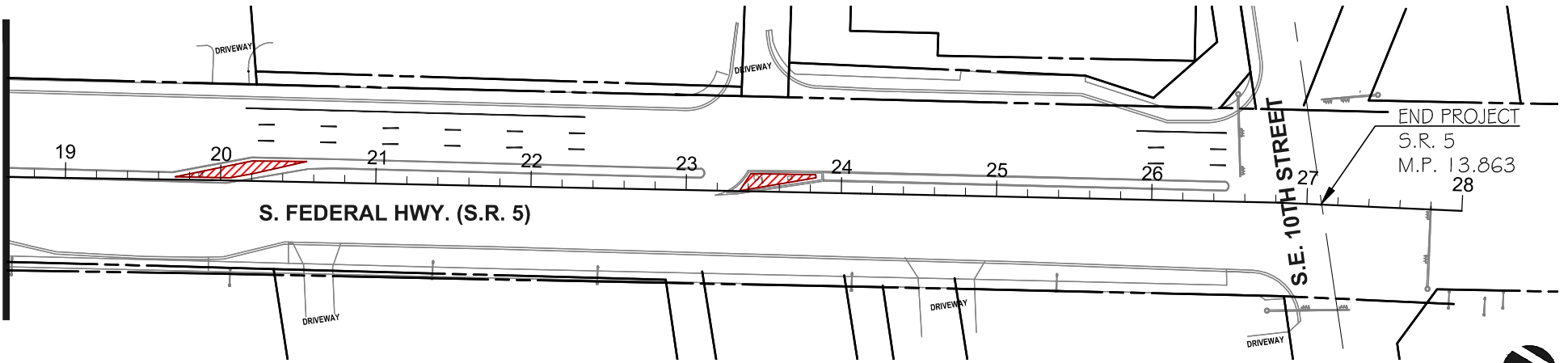
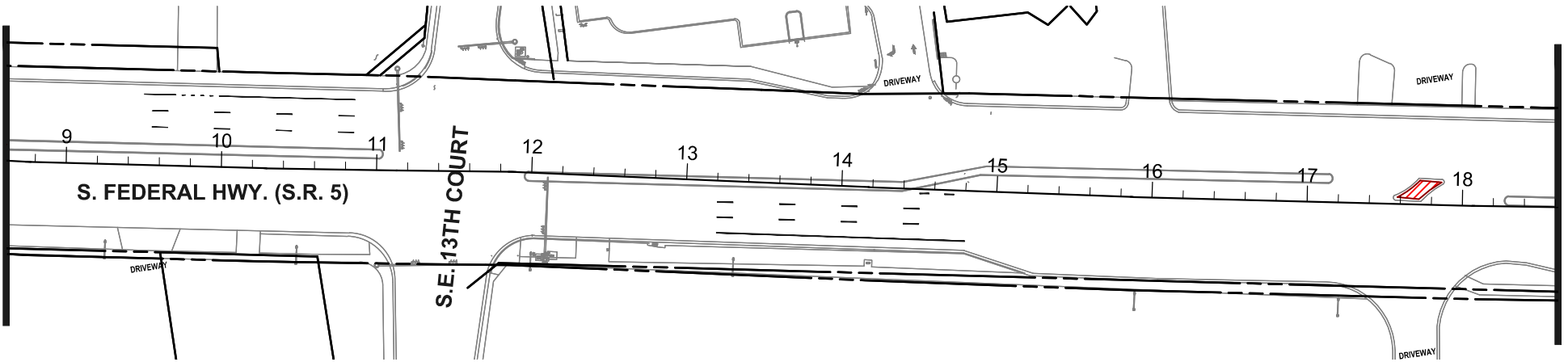
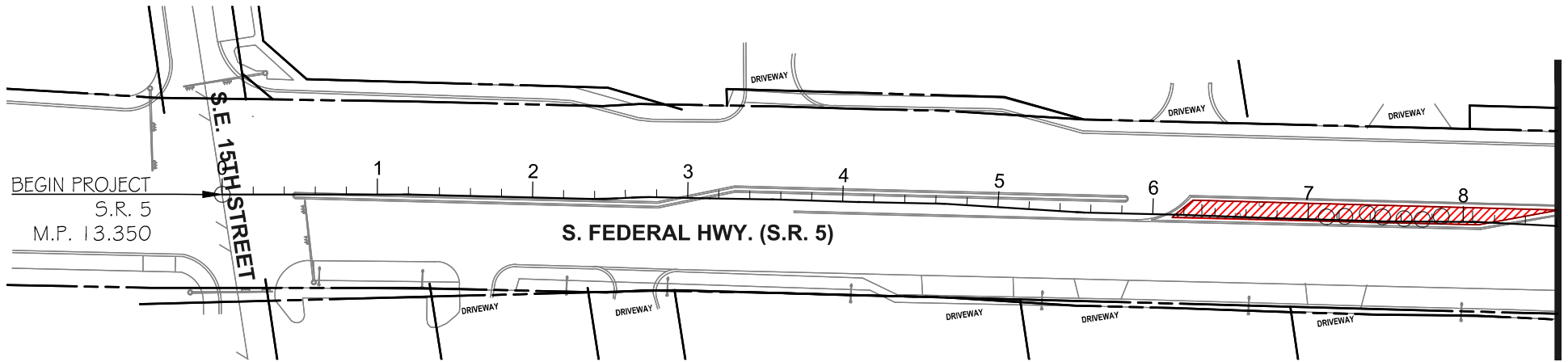
II. LANDSCAPE MAINTENANCE LIMITS FOR THIS PROJECT:

State Road 5 (South Federal Highway/US 1) from M.P. 13.350 (S.E. 15th Street) to
M.P. 13.863 (S.E. 10th Street)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP:

Please See Attached

*All limits of the original agreement and amendments shall apply



SECTION No.: 86020000
STATE ROAD: 5
PERMIT No: 2023-L-491-00012
COUNTY: BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Calvin, Giordano & Associates, Inc
Michael Conner, PLA

Dated: January 25, 2024

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

PERMIT PLANS

FINANCIAL PROJECT ID: N/A
(LOCAL FUNDS)
BROWARD COUNTY SECTION (####)
STATE ROAD NO. 5
LANDSCAPE PLANS
FEDERAL HIGHWAY FROM S.E. 15TH ST. TO S.E. 10TH ST.

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
1D	COVERSHEET
2D	SOUTH FEDERAL HIGHWAY AERIAL LOCATION MAP
LN-2D	SOUTH FEDERAL HIGHWAY GENERAL NOTES
LN-3D	SOUTH FEDERAL HIGHWAY EXISTING TREE DATA
LN-4D	SOUTH FEDERAL HIGHWAY PLANTING SCHEDULE
LN-5D	SOUTH FEDERAL HIGHWAY IRRIGATION NOTES
LE-1D - LE-5D	SOUTH FEDERAL HIGHWAY TREE DISPOSITION PLAN
L-1D - L-5D	SOUTH FEDERAL HIGHWAY PLANTING PLAN

FDOT INDEX	SHEET	SHEET DESCRIPTION
580-001	1	LANDSCAPE INSTALLATION
580-001	2	LANDSCAPE INSTALLATION

GOVERNING DESIGN STANDARDS:

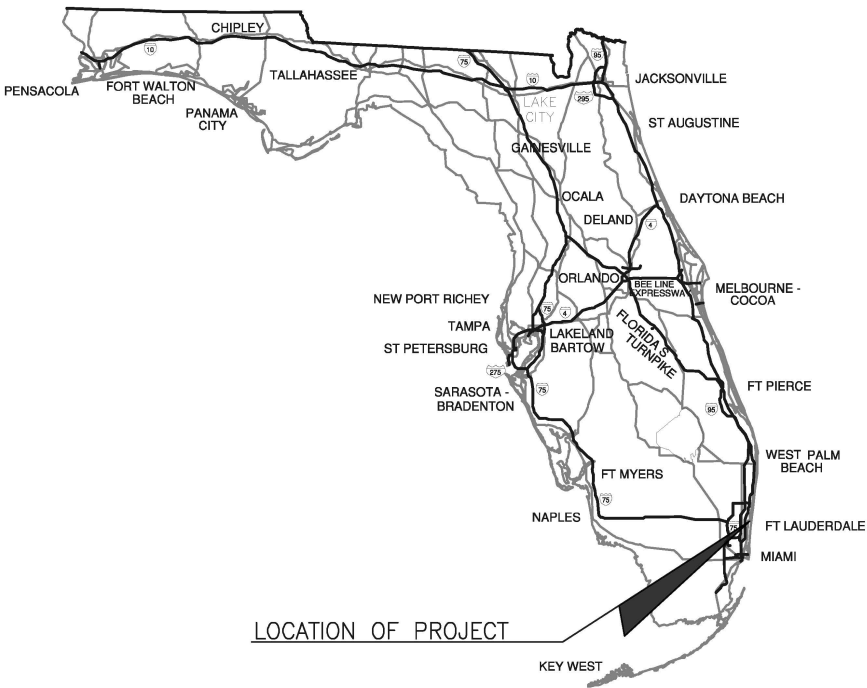
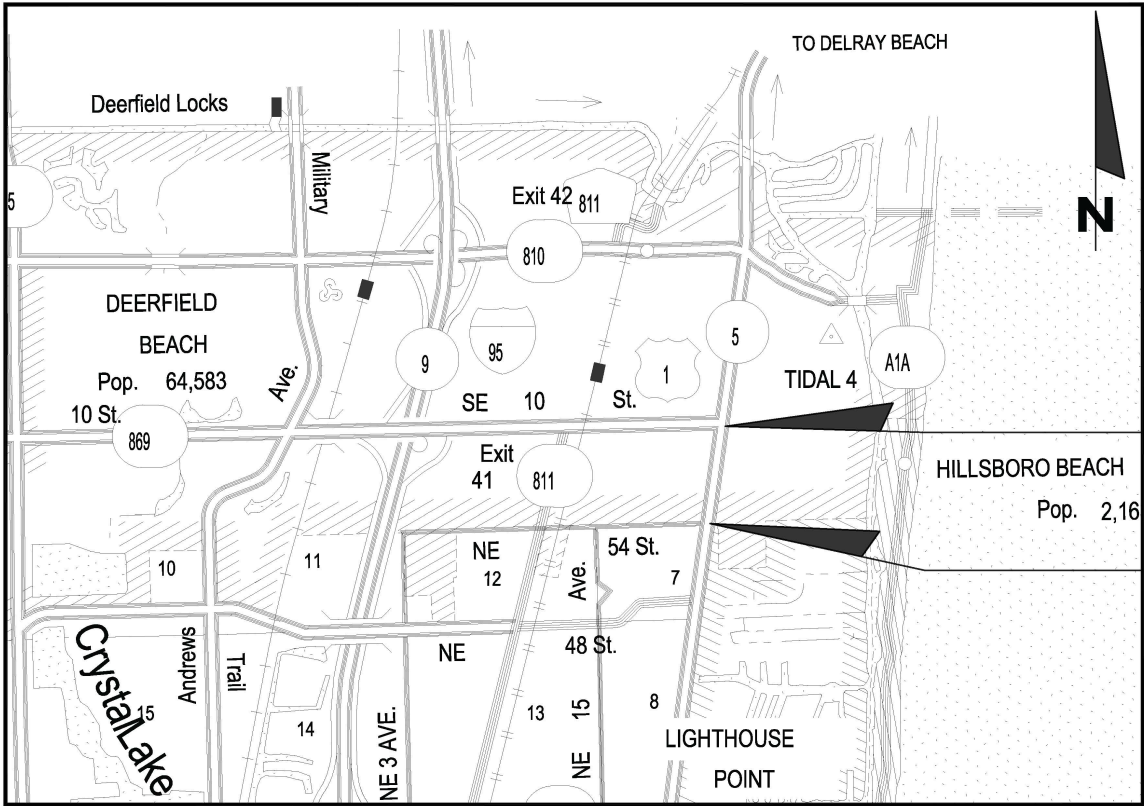
Florida Department of Transportation, STANDARD PLANS - FY 2023-24
and applicable Interim Revisions at the following website:
[HTTP://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](http://www.fdot.gov/design/standardplans)

S.R. 5 DESIGN SPEED: 45MPH

MAINTAINING AGENCY: CITY OF DEERFIELD BEACH

Contact: Mike Pursell

CITY OF DEERFIELD BEACH - PUBLIC WORKS DEPARTMENT
150 NE 2nd Avenue
Deerfield Beach, Florida 33441-3506
954-480-4210



PLANS PREPARED BY:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

1800 Eller Drive, Suite 600

Fort Lauderdale, FL 33316

Phone: 954.921.7781 • Fax: 954.921.8807

END PROJECT

S.R. 5
STA. 27+09.69
M.P. 13.863

BEGIN PROJECT

S.R. 5
STA. 00+00.00
M.P. 13.350

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PERMIT APPROVAL SET - NOT FOR CONSTRUCTION

KEY SHEET REVISIONS	
DATE	DESCRIPTION

LANDSCAPE PLANS
ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A.

R.L.A. NO.: LICENSE No.1181

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00012

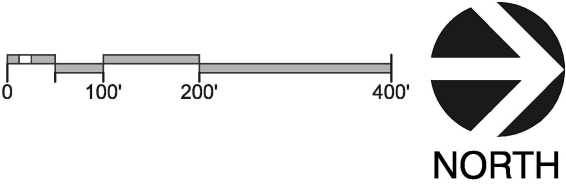
FISCAL
YEAR

2023

SHEET
NO.

1D

FDOT PROJECT MANAGER: DAVID LOCKMILLER, RLA (FDOT DISTRICT IV LANDSCAPE CONSULTANT)



SHEETS
LE-1D AND L-1D

SHEETS
LE-2D AND L-2D

SHEETS
LE-3D AND L-3D

SHEETS
LE-4D AND L-4D

SHEETS
LE-5D AND L-5D

S.E. 15TH STREET

SOUTH FEDERAL HWY (S.R. 5)

S.E. 10TH STREET

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00012

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8807

DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BROWARD	N/A

SOUTH FEDERAL HIGHWAY
AERIAL LOCATION MAP

SHEET NO.
2D

11/15/2023

GENERAL NOTES:

1. STATE LAW MANDATES CONTACTING "SUNSHINE STATE ONE-CALL OF FLORIDA, INC." AT 811 OR 1-800-432-4770, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. CONTRACTOR SHALL VIDEO TAPE WORK AREAS BEFORE (WORK COMMENCES) TO IDENTIFY EXISTING CONDITIONS, IF CEI NOT PRESENT ON PROJECT. DAMAGES TO CURBS AND ASPHALT DURING CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED BY CONTRACTOR TO THE SATISFACTION OF FDOT, THESE REPAIRS OR REPLACEMENTS BY CONTRACTOR SHALL BE AT HIS SOLE EXPENSE.
3. CONTRACTOR(S) MUST OBTAIN FDOT PERMITS, AND SEPARATE LANDSCAPE, IRRIGATION & TREE RELOCATION/REMOVAL PERMITS FROM THE GOVERNING AGENCIES, AS REQUIRED.
4. LANDSCAPE CONTRACTOR MUST CALL THE LANDSCAPE INSPECTOR WITH THE CITY OF DEERFIELD BEACH TO SCHEDULE A PRE CONSTRUCTION MEETING, ALONG WITH THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO ANY SITE PREPARATION.
5. ALL CLEARING, GRUBBING, EXCAVATION, FILL AND DISPOSAL OF ALL CONSTRUCTION MATERIAL IS INCIDENTAL TO WORK, AND SHALL BE INCLUDED IN THE CONTRACT.
6. CONTRACTOR SHALL CONTACT FDOT 'OPERATIONS' FOR DIRECTION AS TO THE DISPOSAL OF EXCAVATED FILL. BROWARD OPERATIONS.
7. CONTRACTOR SHALL MAINTAIN CLEAR SIGHT AT MEDIAN OPENINGS FOR VEHICLES TURNING ACROSS ONCOMING TRAFFIC, AS DEFINED PER FDOT INDEX 546, EXCEPT WHERE SIGNALIZED INTERSECTIONS THAT DO NOT GO FLASHING.
8. CONTRACTOR SHALL MAINTAIN A HORIZONTAL CLEAR ZONE, AS DEFINED PER F.D.O.T. PPM VOL. I, CHAPTER 4.
9. CONTRACTOR SHALL INSURE THAT NO SIGNS WILL BE BLOCKED DURING NEW MEDIAN PLANTING, AND THAT NO PLANT MATERIAL WILL BE BLOCKING ANY SIGN.

IRRIGATION NOTES:

1. EXISTING IRRIGATION SHALL BE MODIFIED IN ALL LANDSCAPE AREAS AFFECTED BY THESE PLANTING PLANS.
2. REFER TO SHEET LN-5D FOR ADDITIONAL NOTES.

FDOT GENERAL NOTES

1. GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website:
<https://www.fdot.gov/design/standardplans>
2. GOVERNING STANDARD SPECTIFICATIONS:
Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website:
<https://www.fdot.gov/programmanagement/implemented/specbooks>
3. Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
4. Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
5. Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the FDOT Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY

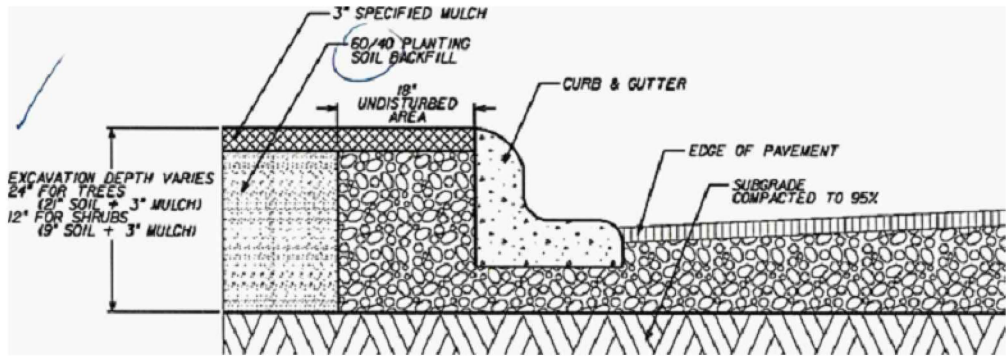
- BE ADVISED THAT UNDERGROUND UTILITIES SHOWN ON PLANS ARE APPROXIMATIONS, AND MAY NOT REFLECT ALL EXISTING UNDERGROUND UTILITIES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL 811 OR 1-800-432-4770 (SUNSHINE STATE ONE CALL) A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION, AS PER CHAPTER 556 OF THE FLORIDA STATUES.

**CALL 48 HOURS BEFORE
YOU DIG IN FLORIDA, ITS THE LAW!**
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



FDOT PLANTING NOTES:

1. For the portion of landscape plant material that will be installed within the fdot right of way, landscape installation shall comply with current applicable FDOT Maintenance Specification 580. Online reference: [ssm5800000wd- 722-117992. pdf \(windows. net\]](https://www.fdot.gov/design/standardplans/2023/idx/580-001.pdf)
2. For the portion of landscape plant material that will be installed within the FDOT right of way refer to the FDOT standard plans index 580-001 landscape installation. Online reference: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001 .pdf?](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf?)
3. It is recommended to verify the existing soil conditions for the medians to be planted prior to finalizing the construction documents. If the existing sub-grade is compacted road base, it is recommended to specify replacing with planting soil, as follows:
 - a. Contractor shall preserve a continuous band of undisturbed compacted sub-base 18" from the back of curb (see detail below).
 - b. The contractor shall insure that all unsuitable soil including concrete, pavement, road base, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil, e.g., 60% sand and 40% muck.
 - c. Areas to be planted with shrubs and/or ground covers: remove compacted soil to a depth of 12" and replace with specified planting soil. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch and 1" clear from top of curb.
 - d. Planting pits for trees and palms: remove compacted soil within the area of each planting pit to a depth of 24" from the top of curb. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch, and 1" clear from top of curb.



4. Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.
5. Sodded areas will be in accordance with Standard Plans Index 570-010 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00012

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			SOUTH FEDERAL HIGHWAY GENERAL NOTES		SHEET NO. LN-2D
DATE	DESCRIPTION	DATE	DESCRIPTION							
				  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					5	BROWARD	N/A			

TREE NO.	COMMON NAME	BOTANICAL NAME	NATIVE	DBH (in)	CANOPY AREA (Sq Ft)	TO BE REMOVED	TO REMAIN	TO BE RELOCATED	STATION	OFFSET	HEIGHT (Ft)	Notes	
STATIONS AND OFFSETS TAKEN FROM BASELINE SHOWN ON PLANTING PLANS													
D01	Cabbage Palm	Sabal palmetto	X	12.0"	50			X	7+11.71	-1.87 L	16'	Fair, Curved Trunk	
D02	Cabbage Palm	Sabal palmetto	X	12.0"	50			X	7+23.56	-2.53 L	28'	Fair, Curved Trunk	
D03	Cabbage Palm	Sabal palmetto	X	12.0"	50			X	7+38.02	-4.69 L	30'	Good	
D04	Cabbage Palm	Sabal palmetto	X	12.0"	50			X	7+47.91	-2.80 L	35'	Good	
D05	Cabbage Palm	Sabal palmetto	X	12.0"	50			X	7+61.84	-1.67 L	25'	Good	
D06	Cabbage Palm	Sabal palmetto	X	12.0"	50			X	7+73.63	-1.35 L	22'	Fair, Wound on Trunk	
D07	Cabbage Palm	Sabal palmetto	X	12.0"	50			X	7+85.81	-3.43 L	22'	Good	
NOTE: ALL PALMS AND TREES TO BE RELOCATED TO NEARBY CITY PARKS OR PUBLIC LANDS. CONTRACTOR SHALL COORDINATE LOCATIONS AND SCHEDULING OF WORK WITH CITY'S REPRESENTATIVE.													
F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00012													
REVISIONS						LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181			DEERFIELD BEACH - ENTRANCE MEDIANS		SOUTH FEDERAL HIGHWAY EXISTING TREE DATA		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		GA 85 Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LN-3D
									5	BROWARD	N/A		

TABULATION OF QUANTITIES / PLANT SCHEDULE

NOTE: NO NEW LANDSCAPE IMPROVEMENTS
ON SHEETS L-1 D, L-2D, AND L-5D

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REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE NO.1181		DEERFIELD BEACH - ENTRANCE MEDIANS			SOUTH FEDERAL HIGHWAY PLANTING SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807				LN-4D
						ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							5	BROWARD	N/A	

IRRIGATION NOTES:

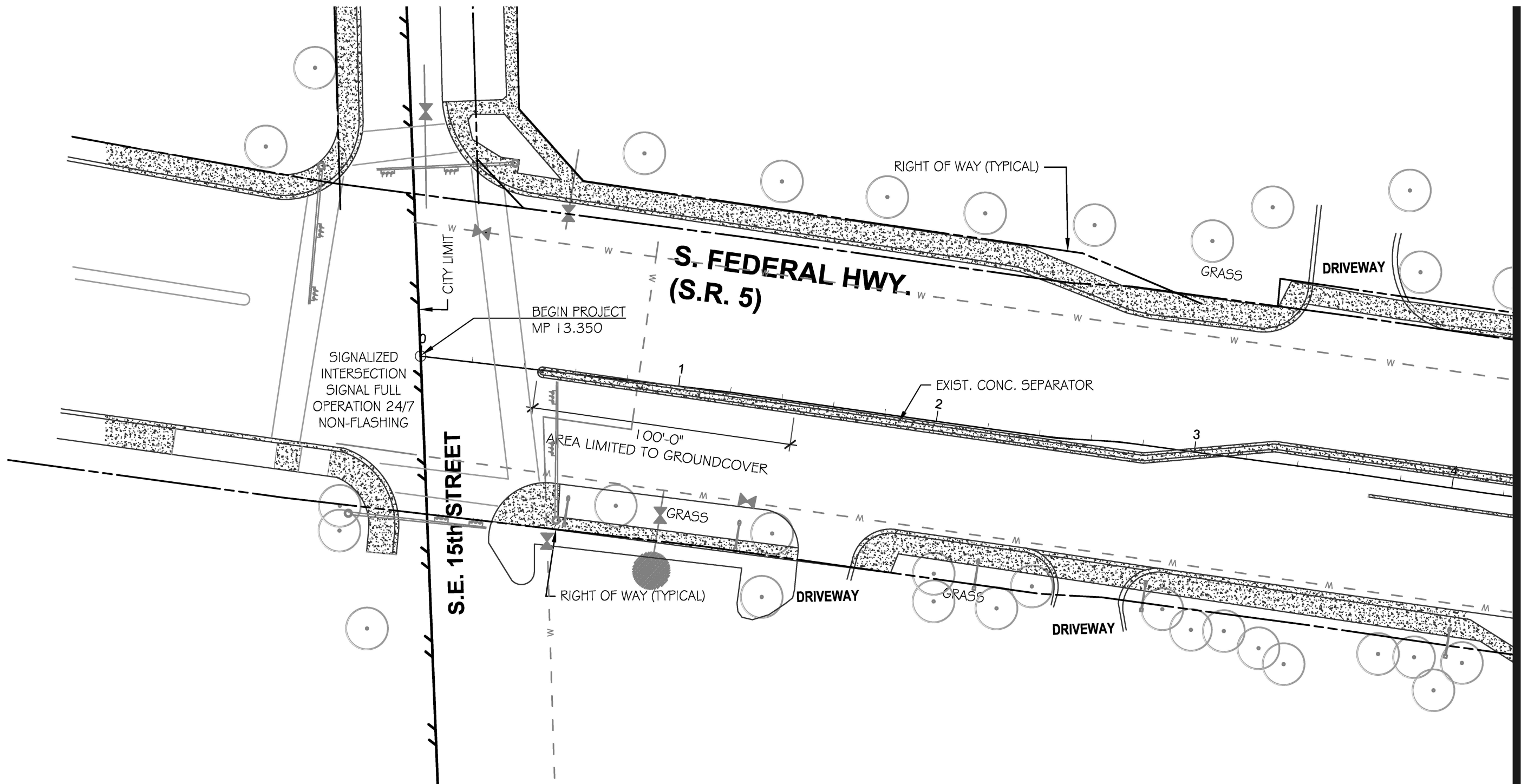
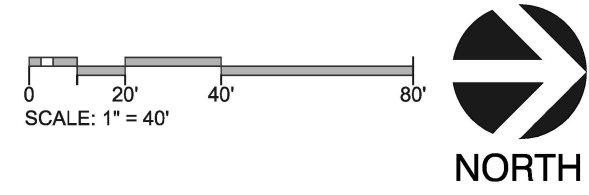
1. IRRIGATION OVERVIEW:
 - 1.1. THE PURPOSE OF THIS PROJECT IS TO REPAIR AND MODIFY THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE THE INSTALLATION OF A NEW LANDSCAPE WHILE ENSURING CONTINUED COVERAGE AND ADEQUATE WATER SUPPLY TO THE EXISTING AREAS. THE CONTRACTOR SHALL ENSURE THAT THE IRRIGATION SYSTEM FUNCTIONS EFFICIENTLY AND PROVIDES 100% COVERAGE OF ALL LANDSCAPE (EXISTING AND NEW) AREAS WITH HEAD TO HEAD COVERAGE.
 - 1.2. THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY OF WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
 - 1.3. FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO THE WATER SOURCE.
 - 1.4. THE CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS WITH A SET OF "AS-BUILT" IRRIGATION PLANS.
2. ASSESSMENT:
 - 2.1. CONTRACTOR SHALL CONTACT CITY OF DEERFIELD BEACH IRRIGATION REPRESENTATIVE PRIOR TO COMMENCEMENT, TO COORDINATE WATERING OF EXISTING PLANTS DURING CONSTRUCTION, EVALUATE THE EXISTING IRRIGATION SYSTEM'S FUNCTIONALITY AND IDENTIFY ANY REPAIRS OR MODIFICATIONS REQUIRED TO MEET THE NEEDS OF THE NEW LANDSCAPE INSTALLATION.
 - 2.2. DETERMINE THE COVERAGE AREA OF THE EXISTING IRRIGATION SYSTEM, INCLUDING IDENTIFYING POTENTIAL OBSTACLES, SUCH AS TREES, HARDSCAPE ELEMENTS, OR STRUCTURES, THAT MAY AFFECT WATER DISTRIBUTION.
 - 2.3. DETERMINE ANY CHANGES TO AREA IRRIGATED, NEW LANDSCAPE AREAS, NEW HARDSCAPE AREAS.
 - 2.4. PREPARE SKETCH SHOWING VALVE LOCATIONS AND NUMBER OF HEADS ON EACH EXISTING ZONE. CALCULATE FLOW AND REQUIRED PIPE SIZES TO MAINTAIN WATER VELOCITY BELOW 5 FEET PER SECOND.
3. REPAIRS AND MODIFICATIONS:
 - 3.1. INSPECT ALL EXISTING IRRIGATION COMPONENTS, INCLUDING PIPES, VALVES, VALVE BOXES AND COVERS, SPRINKLER HEADS (TO REMAIN), AND CONTROLLERS, AND REPAIR OR REPLACE ANY DAMAGED OR MALFUNCTIONING PARTS.
 - 3.2. REPLACE EXISTING HEADS AS FOLLOWS:
 - 3.2.1. EXISTING HEADS IN PROPOSED SOD AREAS SHALL BE REPLACED WITH 6" POP-UPS WITH PRESSURE CONTROL AND CHECK VALVE.
 - 3.2.2. EXISTING HEADS IN PROPOSED SHRUB AREAS SHALL BE REPLACED WITH 12" POP-UPS WITH PRESSURE CONTROL AND CHECK VALVE.
 - 3.2.3. ALL NOZZLES SHALL BE MATCHED PRECIPITATION RATES (MPR) AND SIZED TO PROVIDE HEAD TO HEAD COVERAGE.
 - 3.3. BASED ON THE LANDSCAPE DESIGN PLANS, MODIFY THE EXISTING IRRIGATION SYSTEM TO PROVIDE APPROPRIATE COVERAGE FOR THE NEWLY ADDED LANDSCAPE ELEMENTS WHILE MAINTAINING COVERAGE OF THE EXISTING AREAS.
 - 3.4. INSTALL ADDITIONAL SPRINKLER HEADS, AS NECESSARY TO ENSURE EVEN COVERAGE OF WATER TO THE NEW LANDSCAPE FEATURES WITHOUT COMPROMISING THE COVERAGE OF EXISTING AREAS

- 3.5. MODIFY EXISTING BUBBLER ZONE BY CAPPING OR CLOSING BUBBLERS AT EXISTING TREES AND ADDING NEW LINE AND BUBBLERS TO PROPOSED TREES AND PALMS.
- 3.6. WHEN ADDING NEW SPRINKLER HEADS OR BUBBLERS CONTRACTOR SHALL VERIFY PIPE SIZES AND ENSURE WATER VELOCITY DOES NOT EXCEED 5 FEET PER SECOND. IF WATER VELOCITY WILL EXCEED 5 FEET PER SECOND, ADJUSTMENTS TO HEAD SPACING OR NOZZLE SELECTIONS WILL NEED TO BE MODIFIED TO REDUCE FLOW RATE. NOTE, DO NOT CONNECT NOZZLES OF DIFFERENT PRECIPITATION RATES TO THE SAME VALVE.
- 3.7. INSTALLATION OF LATERALS AROUND EXISTING TREES SHALL BE DUG BY HAND. EXTREME CARE MUST BE USED TO PREVENT DAMAGE TO THE ROOT SYSTEM OF EXISTING TREES. ROOTS LARGER THAN 2-1/2" SHALL NOT BE CUT, SOIL BENEATH THE ROOT SHALL BE CAREFULLY EXCAVATED IN ORDER TO PASS ANY LATERAL BENEATH THE ROOT. SOIL SHALL BE BACK WASHED INTO THESE AREAS IN ORDER TO AVOID ANY AIR POCKETS FROM FORMING
- 3.8. IF IT IS NOT POSSIBLE TO PROVIDE AUTOMATIC IRRIGATION TO ANY OF THE NEW OR RELOCATED PALMS & TREES, CONTRACTOR SHALL PROVIDE A WATERING CONTRACT, FOR THE DURATION OF THE ESTABLISHMENT PERIOD.
4. SYSTEM CALIBRATION AND TESTING:
 - 4.1. PERFORM THOROUGH PRESSURE TESTING AND CALIBRATION OF THE ENTIRE IRRIGATION SYSTEM AFTER REPAIRS AND MODIFICATIONS ARE COMPLETED.
 - 4.2. ADJUST SPRINKLER HEAD POSITIONS, SPRAY PATTERNS, AND WATERING DURATIONS TO ENSURE UNIFORM WATER DISTRIBUTION THROUGHOUT THE LANDSCAPE, INCLUDING BOTH THE EXISTING AND NEW AREAS.
 - 4.3. INSTALL RAIN AND/OR SOIL MOISTURE SENSORS, IF APPLICABLE, AND INTEGRATE THEM WITH THE IRRIGATION CONTROLLER TO PROMOTE WATER EFFICIENCY FOR BOTH THE EXISTING AND NEW LANDSCAPE ELEMENTS.
5. MATERIALS AND EQUIPMENT:
 - 5.1. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TOOLS, EQUIPMENT, AND MATERIALS REQUIRED TO COMPLETE THE REPAIR AND MODIFICATION WORK.
 - 5.2. THE MATERIALS USED FOR REPAIRS AND MODIFICATIONS SHOULD MATCH THE EXISTING, MAINTAIN ALL SPRAYS AND NOZZLES OF THE SAME MANUFACTURER AND TYPE.
6. COMPLIANCE AND SAFETY:
 - 6.1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES, REGULATIONS, AND PERMITS RELATED TO IRRIGATION SYSTEM INSTALLATION AND REPAIR.
 - 6.2. THE CONTRACTOR SHALL ADHERE TO BEST PRACTICES FOR SAFETY, INCLUDING WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT AND TAKING NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO EXISTING STRUCTURES, UTILITIES, OR LANDSCAPING.
7. DELIVERABLES:
 - 7.1. AS-BUILT DRAWINGS: THE CONTRACTOR SHALL PROVIDE ACCURATE AS-BUILT DRAWINGS INDICATING THE FINAL CONFIGURATION OF THE REPAIRED AND MODIFIED IRRIGATION SYSTEM, CLEARLY SHOWING VALVE LOCATIONS, SPRAY HEADS AND PIPE RUNS FOR BOTH THE EXISTING AND NEW LANDSCAPE ELEMENTS.

8. INSPECTIONS AND COORDINATION MEETINGS REQUIRED:
 - 8.1. PRE-CONSTRUCTION MEETING OWNER'S REPRESENTATIVE AND CONTRACTOR TO REVIEW ENTIRE INSTALL PROCESS AND SCHEDULE WITH OWNER/GENERAL CONTRACTOR.
 - 8.2. MAINLINE PRESSURE TEST - ALL MAINLINE SHALL BE PRESSURE TESTED TO CONFIRM THERE ARE NO LEAKS OR BREAKS.
 - 8.3. COVERAGE AND OPERATIONAL TEST
 - 8.4. FINAL INSPECTION FOR COVERAGE AND OPERATION
 - 8.5. PUNCH LIST INSPECTION
9. FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED:
 - 9.1. ALL ABOVE INSPECTIONS ARE COMPLETED, DOCUMENTED, AND APPROVED BY OWNER'S REPRESENTATIVE.
 - 9.2. COMPLETION AND ACCEPTANCE OF 'AS-BUILT' DRAWINGS
10. A WATERING CONTRACT SHALL BE INCLUDED FOR AREAS WHERE AUTOMATIC IRRIGATION IS NOT AVAILABLE OR FUNCTIONAL:
 - 10.1. ALL NEW PLANT MATERIAL SHALL HAVE AN ESTABLISHMENT PERIOD OF 12 MONTHS FROM THE TIME OF FINAL ACCEPTANCE. DURING THE ESTABLISHMENT PERIOD THE CONTRACTOR WILL BE RESPONSIBLE FOR THE FOLLOWING ITEMS: WATERING PER THE SCHEDULE BELOW, RE-SETTING OF PLANTS, REPLACEMENT OF SICK OR DEAD PLANTS, ALL OTHER CARE REQUIRED FOR PROPER GROWTH. ANY PLANT MATERIAL NOT IN HEALTHY GROWING CONDITION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT.
 - 10.2. THE 12 MONTH WARRANTY/ESTABLISHMENT PERIOD SHALL BE EXTENDED BY 45 DAYS FOR ALL REPLACEMENT PLANT MATERIAL.
 - 10.3. AT THE CLIENT'S EXPENSE, THE CONTRACTOR WILL REPLACE ANY PLANT MATERIAL DAMAGED AS A RESULT OF AUTOMOBILE ACCIDENTS OR "ACTS OF GOD" LIMITED TO HAIL, FREEZE, LIGHTNING, AND WINDS EXCEEDING 75 MPH AS DEFINED BY THE MIAMI HURRICANE CENTER.
 - 10.4. WATERING CONTRACT SHALL BE INCLUDED IN CONTRACTORS BID FOR ANY PLANT MATERIAL THAT HAS BEEN ROOT PRUNED, INSTALLED, DISTURBED BY CONSTRUCTION, OR WHERE PROPOSED OR EXISTING IRRIGATION SYSTEMS ARE NOT FUNCTIONAL. ALL WARRANTIES SHALL BE IN PLACE BY CONTRACTOR REGARDLESS OF NON-OPERATIONAL IRRIGATION SYSTEMS OR AREAS WHERE NO IRRIGATION IS PROPOSED.
 - 10.5. WATERING SCHEDULE (FIRST 6 MONTHS)*:

<u>WEEK(S)</u>	<u>FREQUENCY (WATERING DAYS)</u>
1 THRU 6	MON., WED., FRI., SAT.
7 THRU 12	MON., WED., FRI.
13 THRU 24	MON., FRI.
 - 10.6. *6 MONTH WATERING SCHEDULE IS A MINIMUM, CONTRACTOR IS RESPONSIBLE FOR WATERING PLANT MATERIAL FOR THE FULL 12 MONTH ESTABLISHMENT/WARRANTY PERIOD, AS NECESSARY.

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE NO.1181		DEERFIELD BEACH - ENTRANCE MEDIANS			SOUTH FEDERAL HIGHWAY IRRIGATION NOTES		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807		ROAD NO.			COUNTY
								5	BROWARD	N/A	

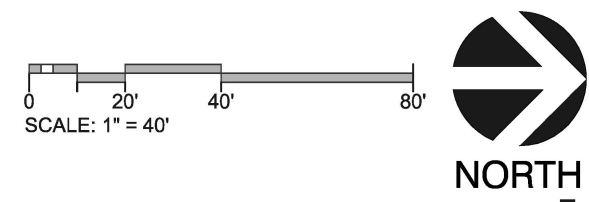


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F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00012

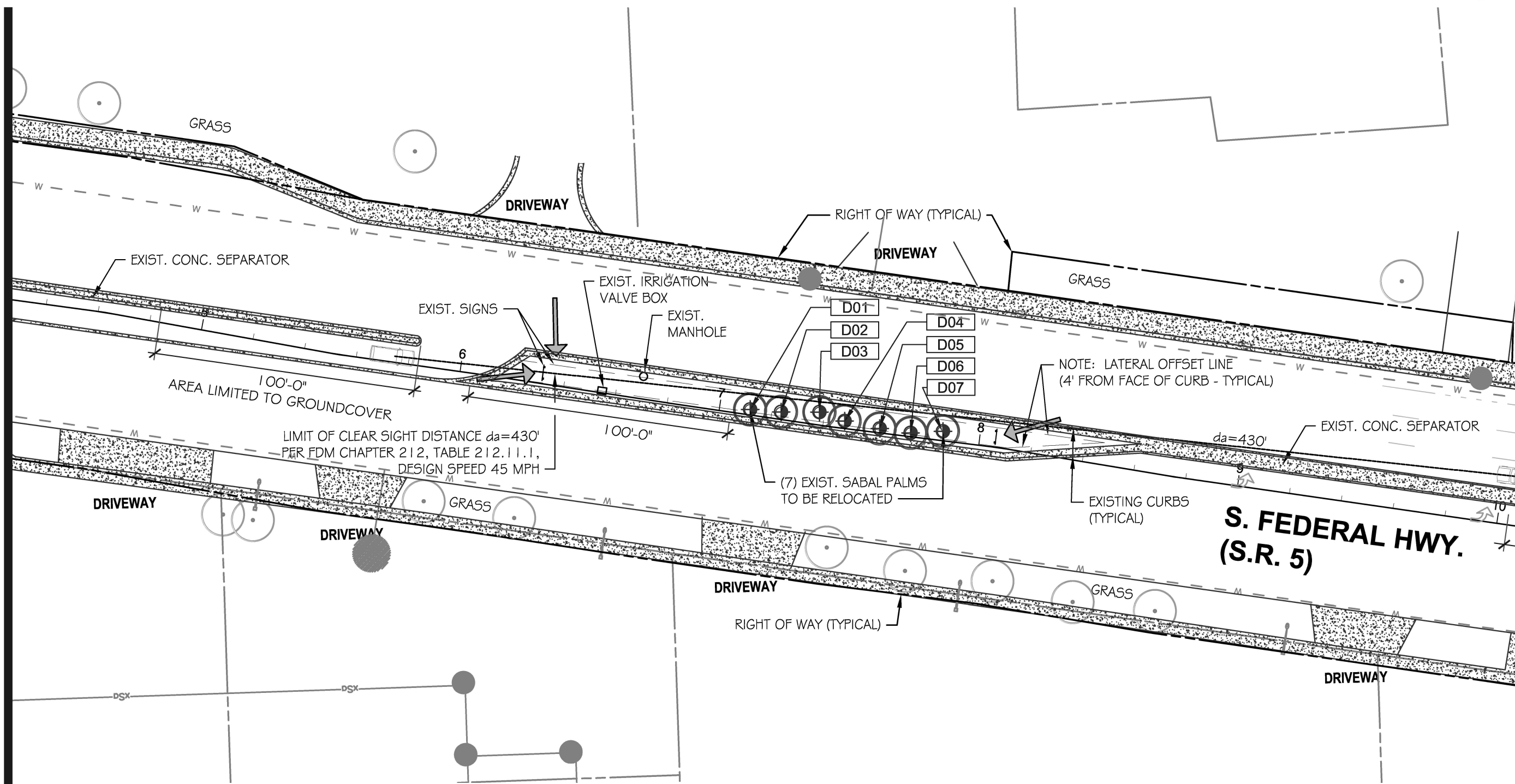
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No. 1181	DEERFIELD BEACH - ENTRANCE MEDIANS			SOUTH FEDERAL HIGHWAY TREE DISPOSITION PLAN		SHEET NO. LE-1D
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	5	BROWARD	N/A			



MATCH LINE SEE SHEET: LE-1D

MATCH LINE SEE SHEET: LE-3D

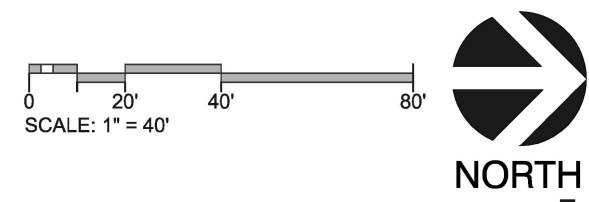


**S. FEDERAL HWY.
(S.R. 5)**

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00012

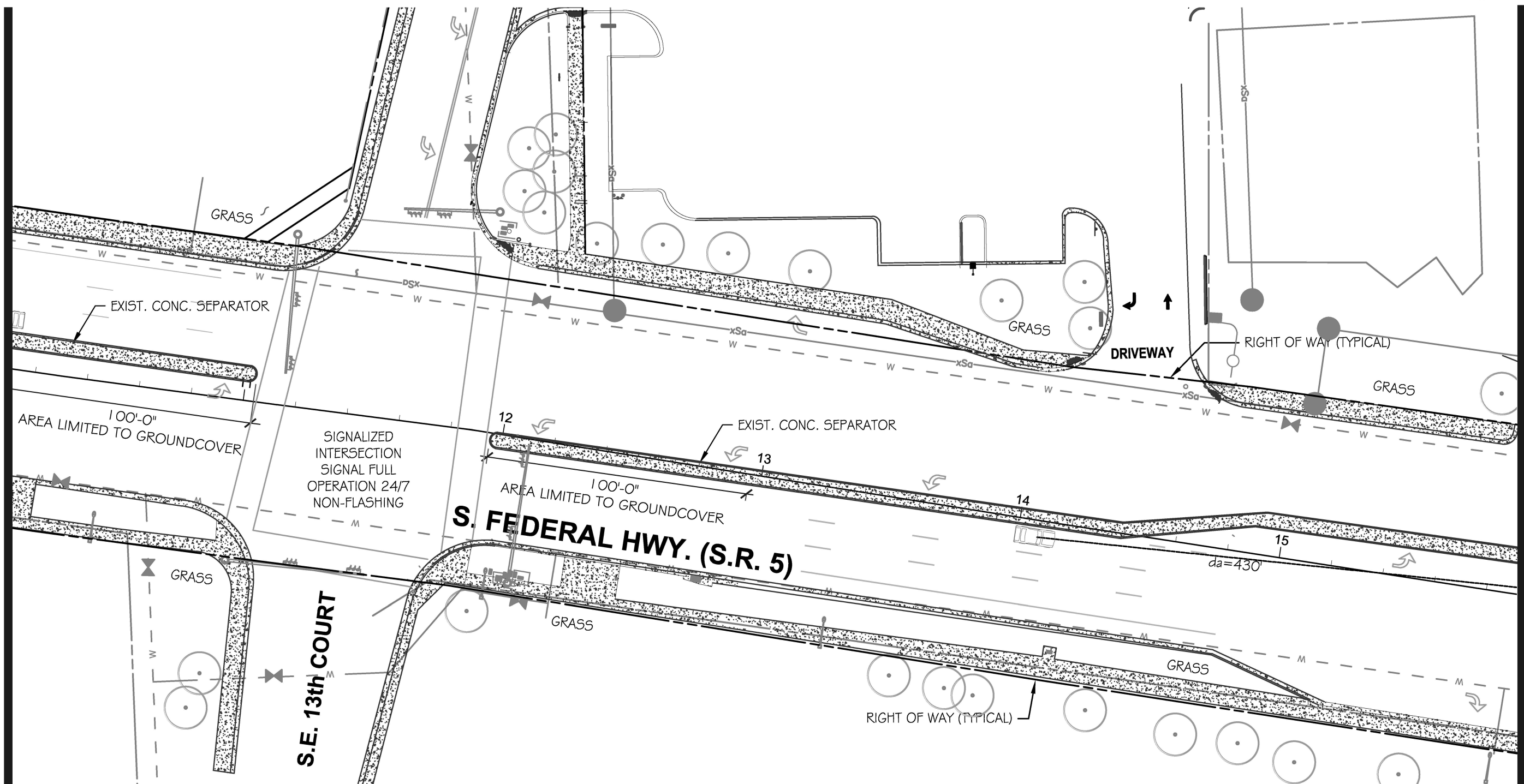
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH - ENTRANCE MEDIANS			SOUTH FEDERAL HIGHWAY TREE DISPOSITION PLAN		SHEET NO.
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						5	BROWARD	N/A			



MATCH LINE SEE SHEET: LE-2D

MATCH LINE SEE SHEET: LE-4D



F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00012

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181



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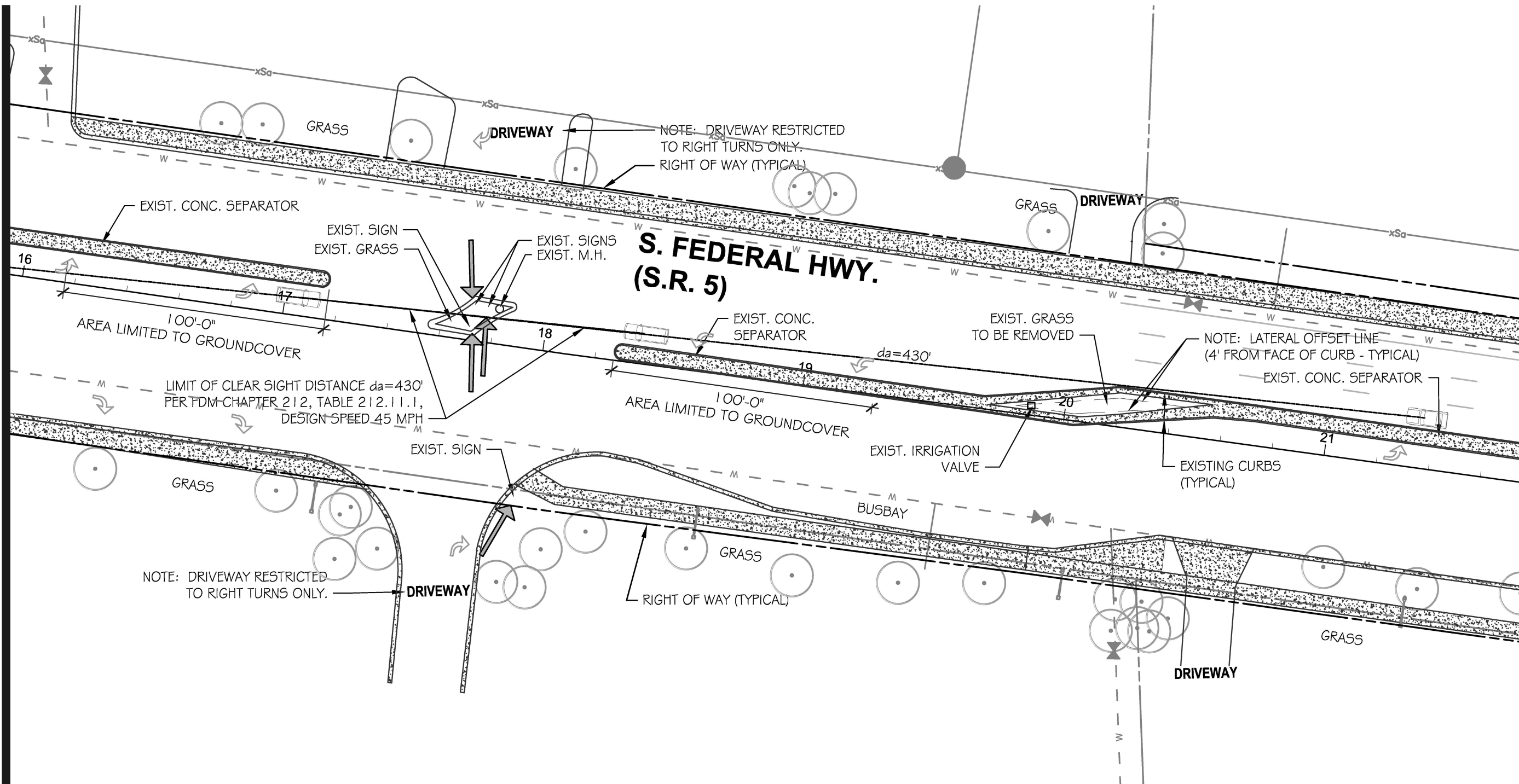
DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BROWARD	N/A

SOUTH FEDERAL HIGHWAY TREE DISPOSITION PLAN

SHEET NO.
LE-3D

MATCH LINE SEE SHEET: LE-3D

MATCH LINE SEE SHEET: LE-5D



F.D.O.T. LANDSCAPE PERMIT
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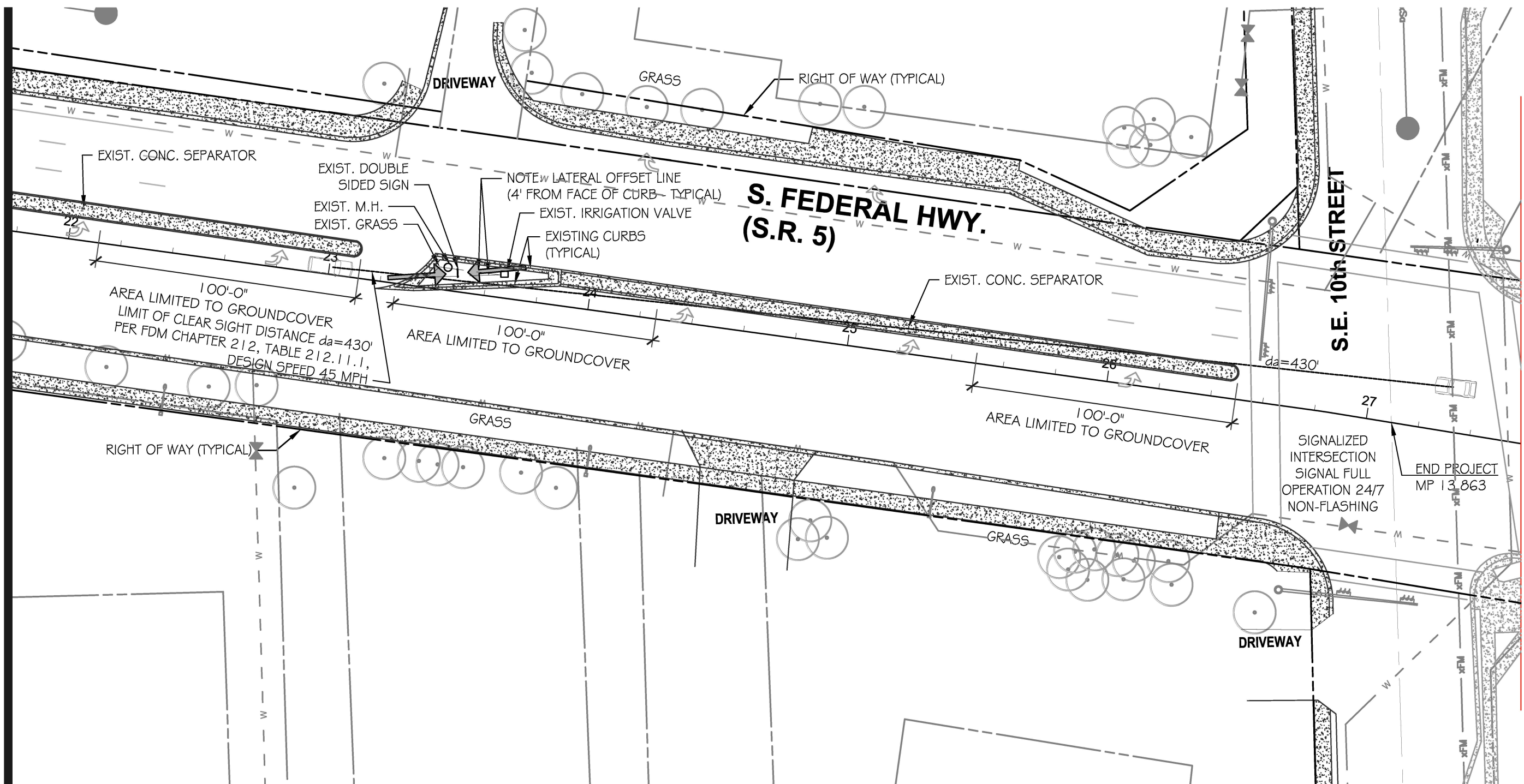
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DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BROWARD	N/A

SOUTH FEDERAL HIGHWAY TREE DISPOSITION PLAN	
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SHEET NO.
LE-4D

MATCH LINE SEE SHEET: LE-4D



DATE

DESCRIPTION

DATE

DESCRIPTION

REVISIONS

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DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181

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DEERFIELD BEACH - ENTRANCE MEDIANS

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5	BROWARD	N/A

SOUTH FEDERAL HIGHWAY TREE DISPOSITION PLAN

SHEET NO.

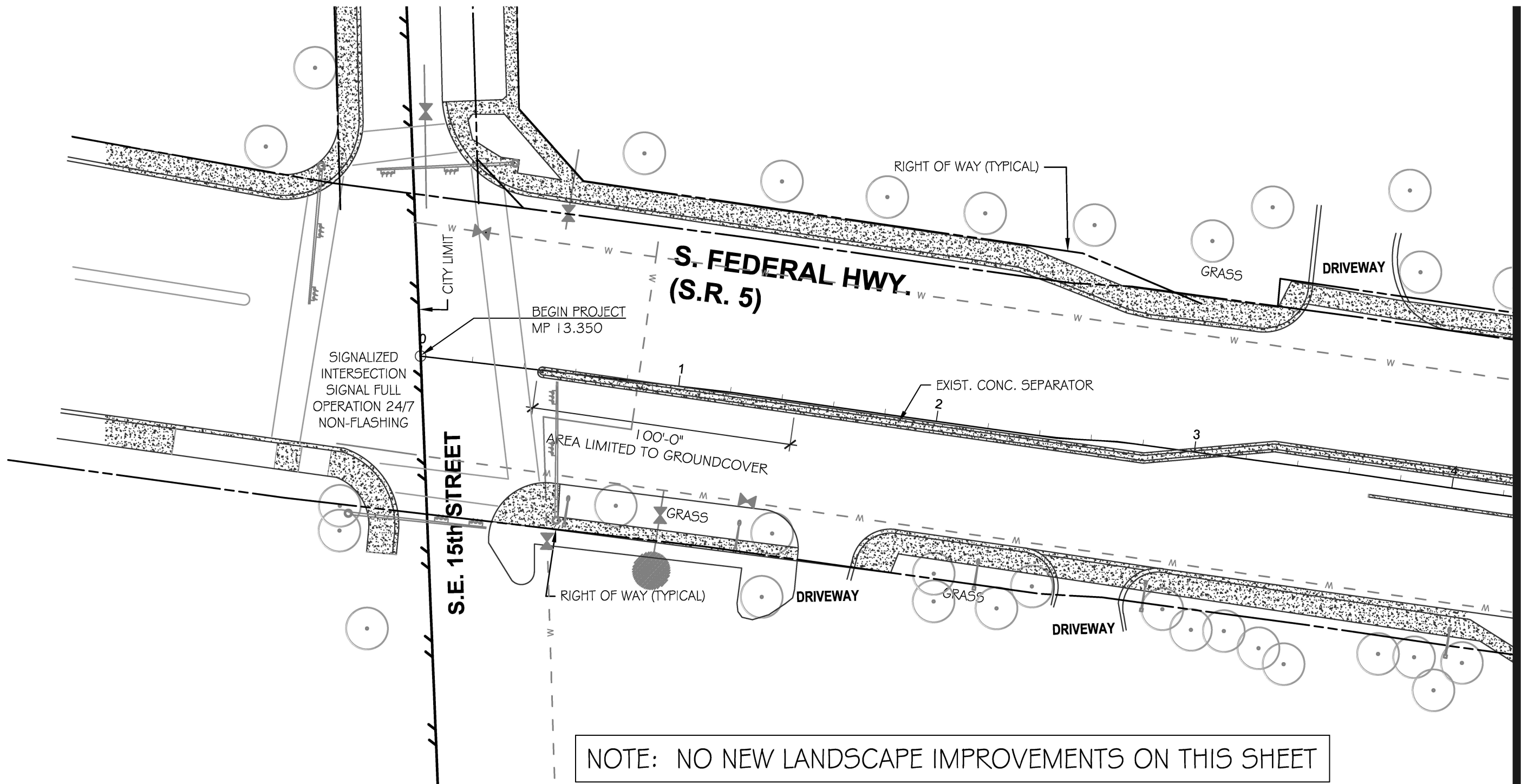
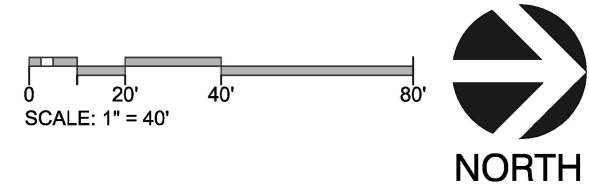
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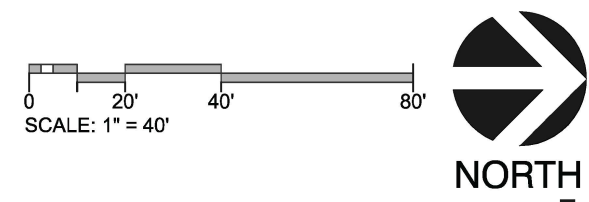
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11/15/2023

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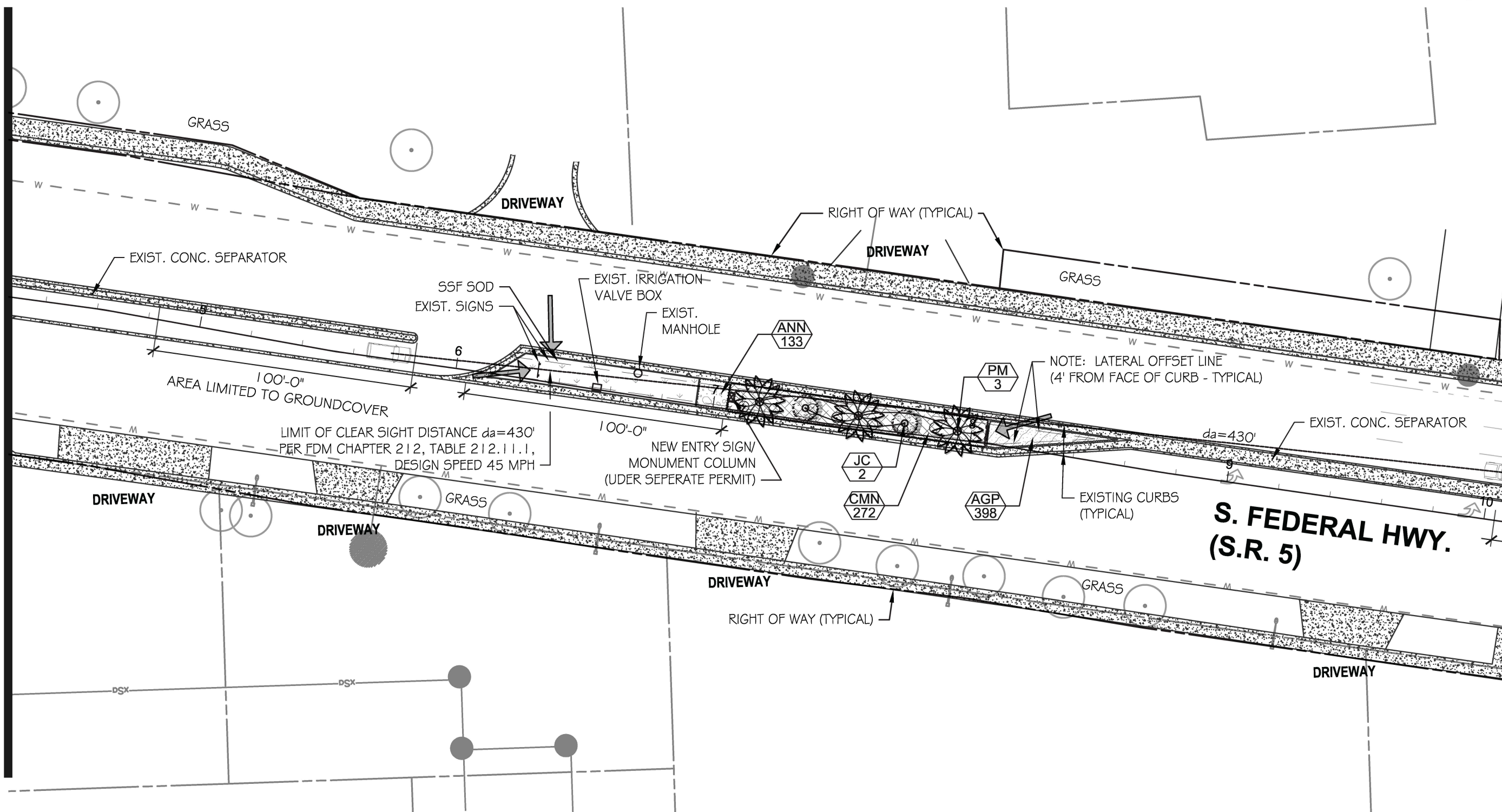
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MATCH LINE SEE SHEET: L-3D



NOTE: SEE SHEET LN-5D FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00012

11/15/2023

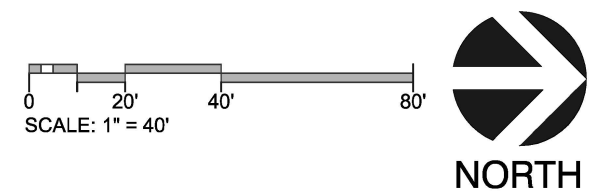
REVISIONS				DEERFIELD BEACH - ENTRANCE MEDIAN			SOUTH FEDERAL HIGHWAY PLANTING PLAN		SHEET NO. L-2D
DATE	DESCRIPTION	DATE	DESCRIPTION						
				5	BROWARD	N/A			

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181

85

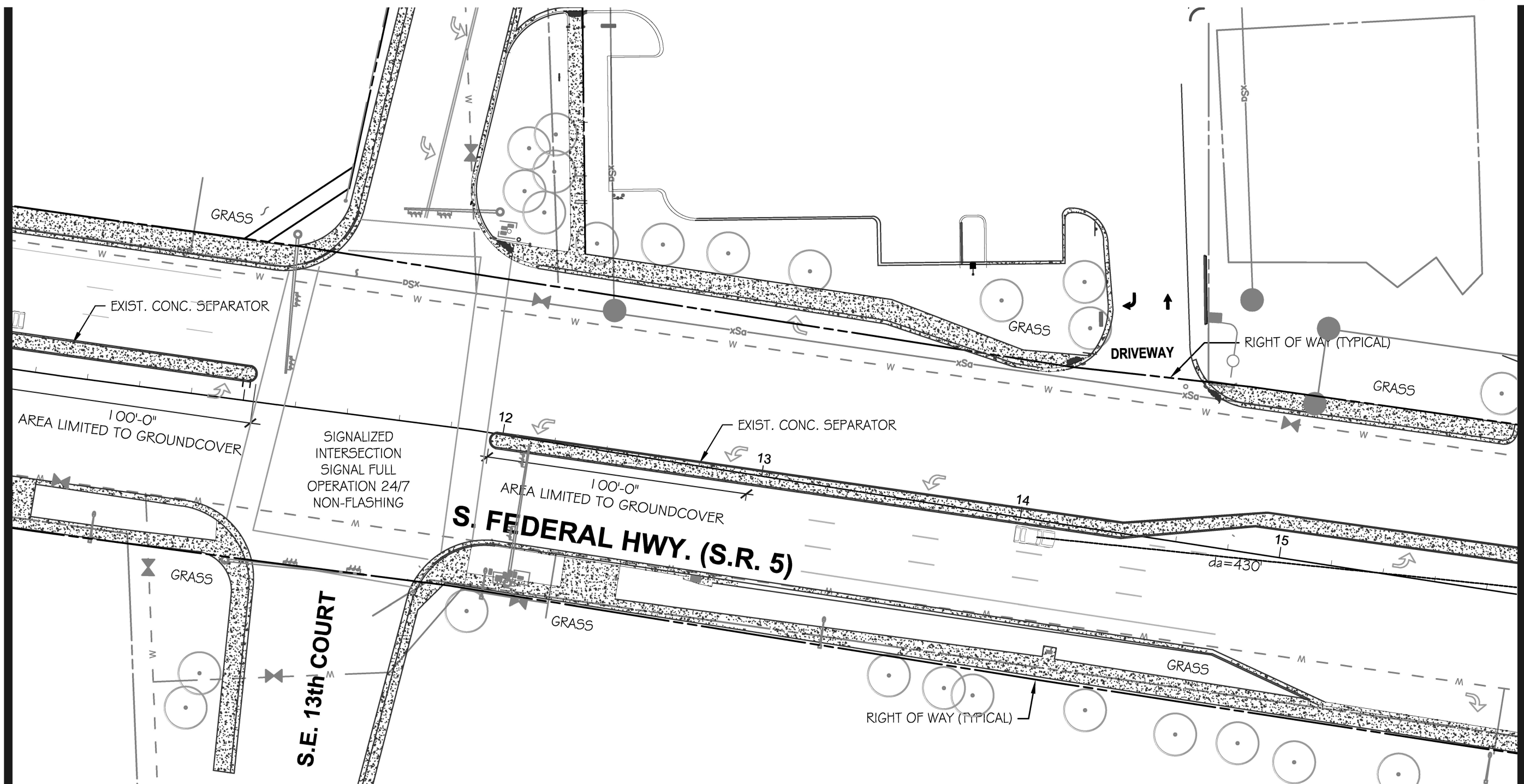
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MATCH LINE SEE SHEET: L-2D

MATCH LINE SEE SHEET: L-4D



NOTE: NO NEW LANDSCAPE IMPROVEMENTS ON THIS SHEET

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REVISIONS			
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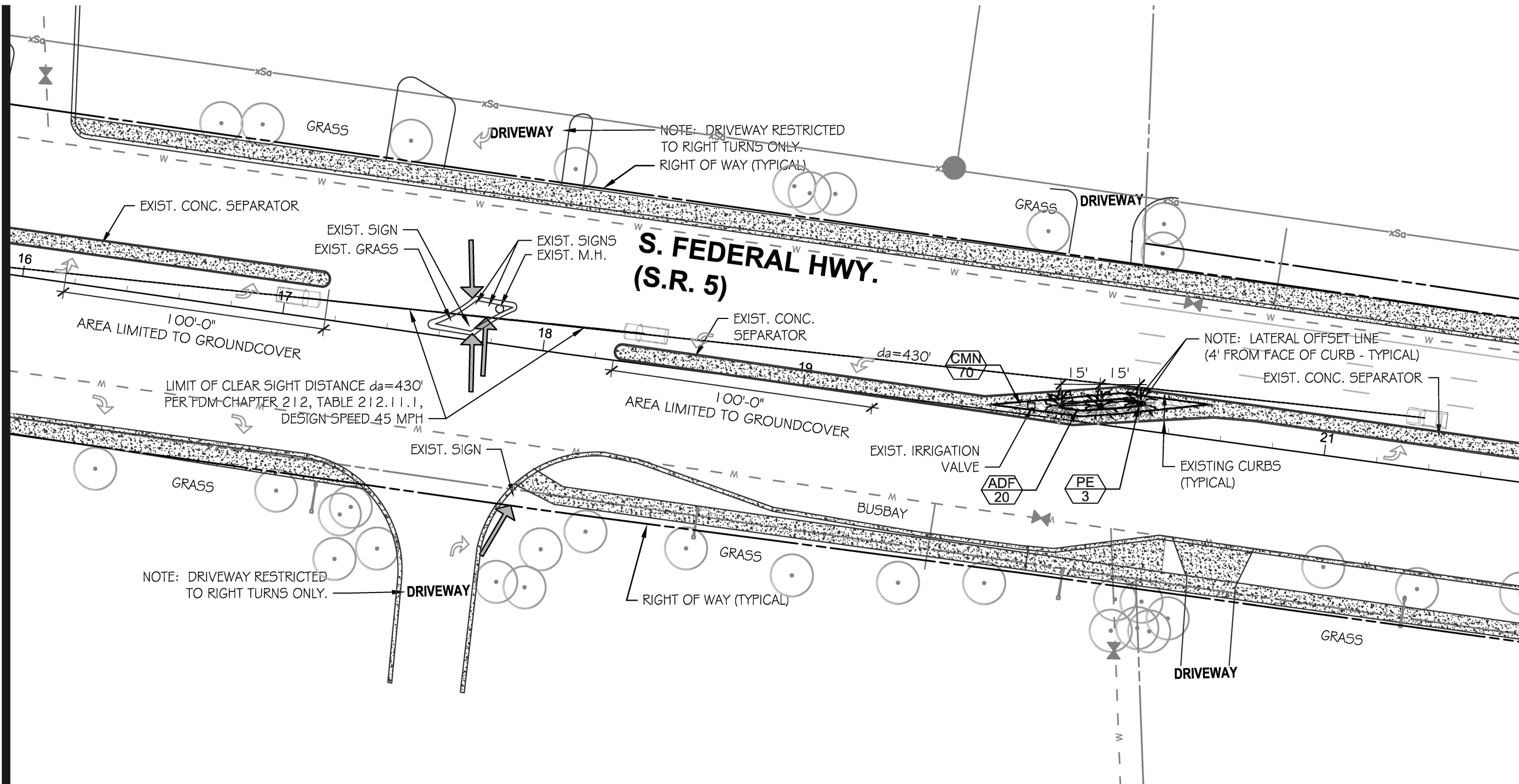
DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
5	BROWARD	N/A

**SOUTH FEDERAL HIGHWAY
PLANTING PLAN**

SHEET NO.
L-3D

MATCH LINE SEE SHEET: L-3D

MATCH LINE SEE SHEET: L-5D



F.D.O.T. LANDSCAPE PERMIT
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85

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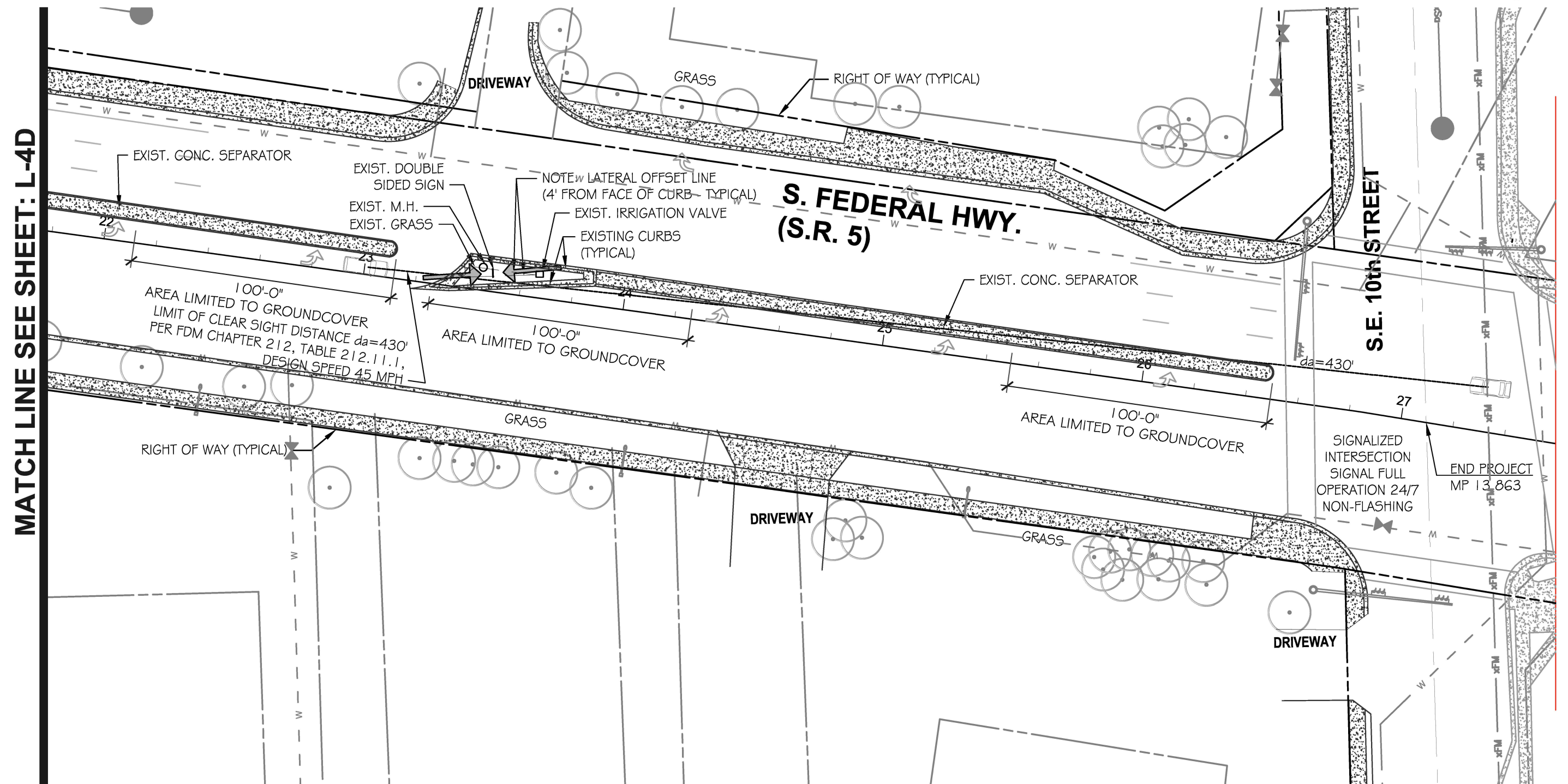
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5	BROWARD	N/A

SOUTH FEDERAL HIGHWAY PLANTING PLAN	

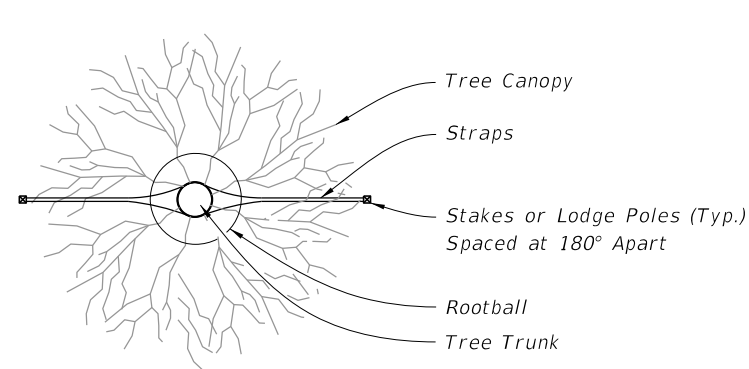
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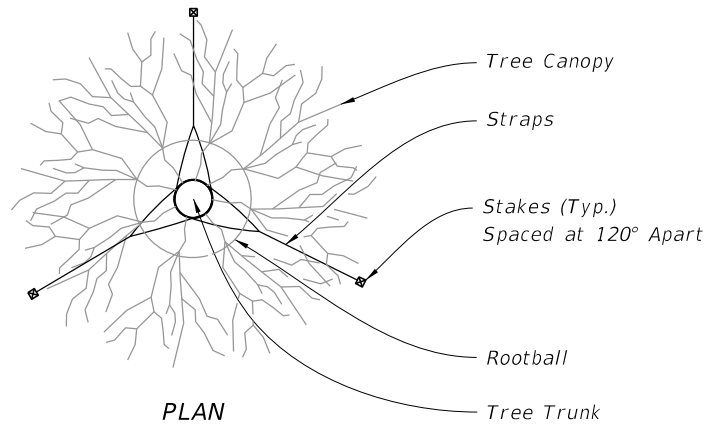
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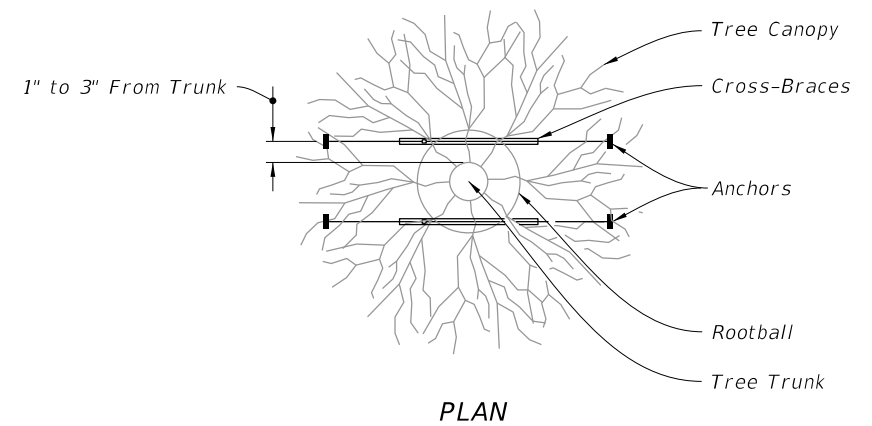
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					  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO.	COUNTY			FINANCIAL PROJECT ID
				5	BROWARD	N/A				



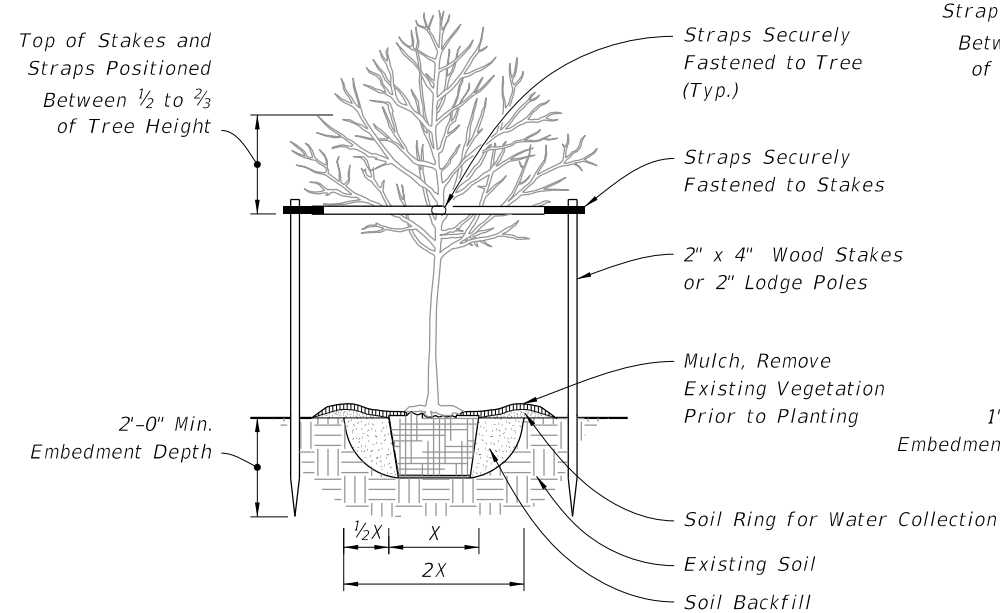
PLAN



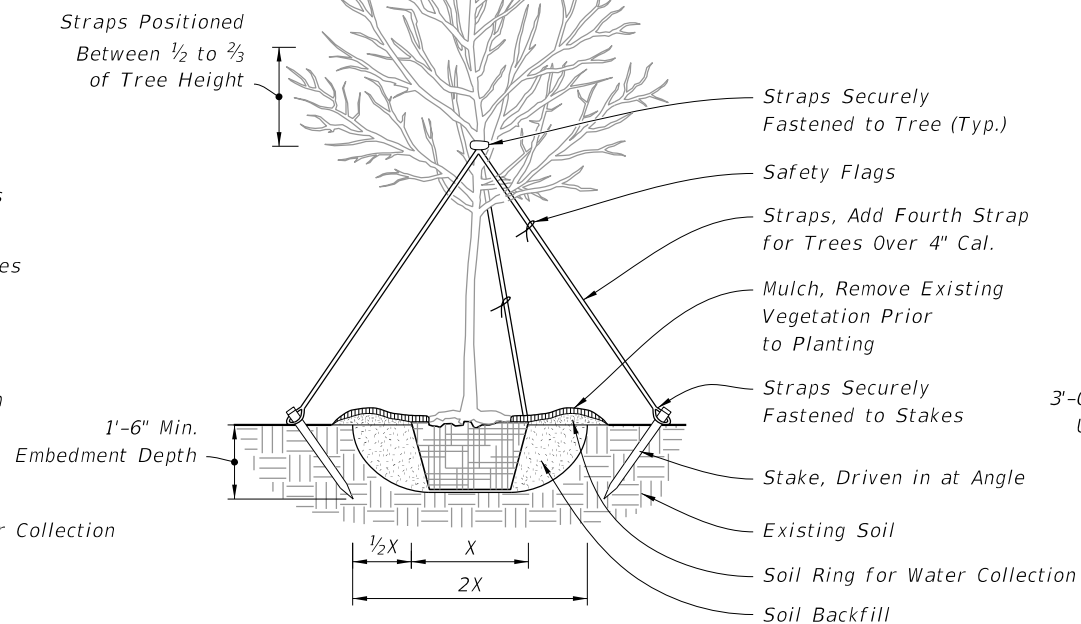
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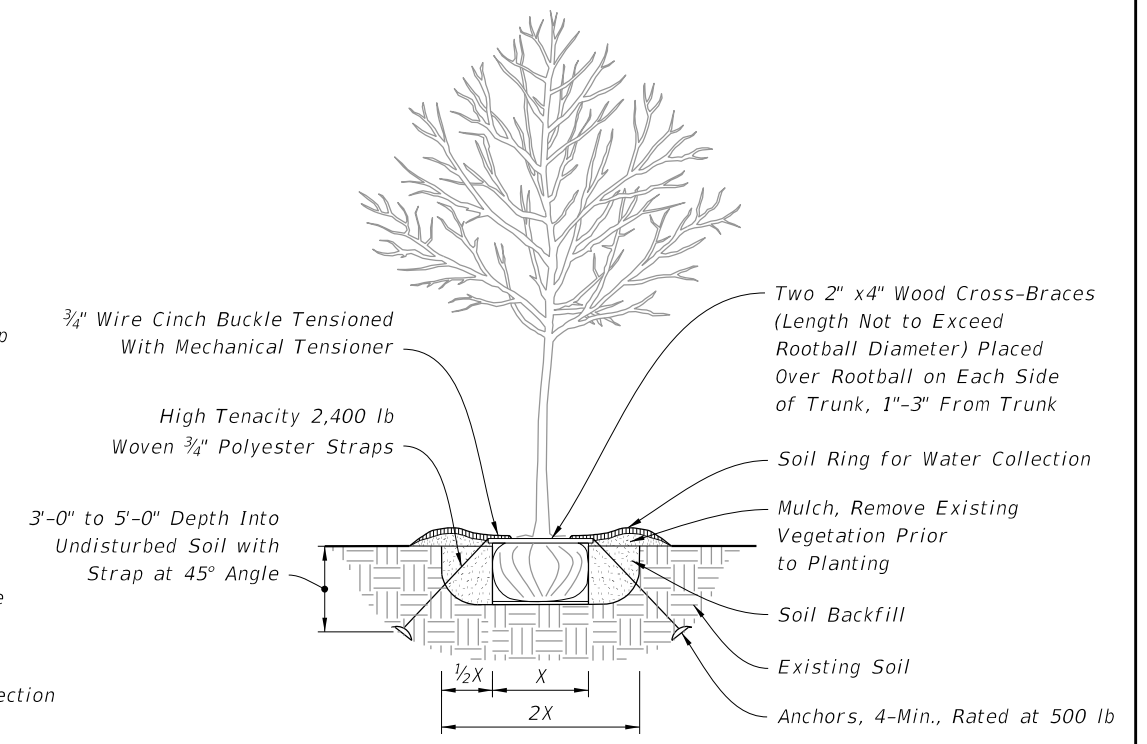
PLAN



ELEVATION



ELEVATION



ELEVATION

UNDER 2 1/2" CALIPER TREE PLANTING

2 1/2" TO 6" CALIPER TREE PLANTING

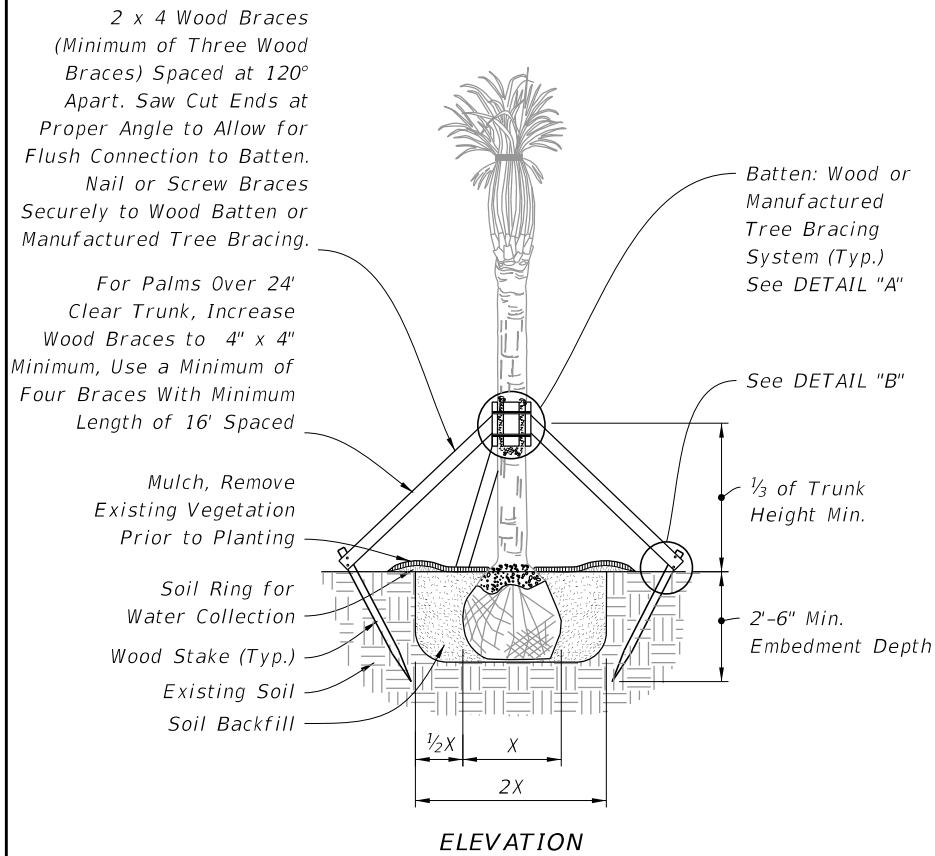
UNDER 4" CALIPER TREE PLANTING WITH UNDERGROUND BRACING

GENERAL NOTES:

1. Staking guidelines are based on standard horticultural requirements and are provided for plant establishment purposes only. Details not intended to apply when bracing is intended to address safety considerations. When bracing for safety, refer to Designer generated signed and sealed details. These guidelines are not intended to apply when the tree or palm is within falling distance of a roadway, pedestrian or bicycle route, under extreme wind loads, non-standard soil properties, non-standard plant dimensions, or when rootball is anticipated to be greater than 4 feet diameter and planted on 1:3 slope or steeper.
2. All dimensions 6" and less are exaggerated for illustrative purposes only. Dimensions shown for wood materials are nominal. Slopes shown are Vertical:Horizontal.
3. Remove plant containers prior to planting. Remove a minimum of the top 1/3 of burlap, fabric, or wire mesh for plants not grown in containers.
4. Allow no more than 1" of soil to cover the uppermost root on all trees. Set the top of rootball 1"-2" above finish grade after settling and set plumb to the horizon.
5. Backfill with loosened existing soil or as shown in the plans. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. Contact the Engineer prior to planting if existing soils contain excessive sand, clay, or other material not conducive to proper plant growth.
6. Construct soil rings at the outer edge of the planting pit with a height of 3" and gently sloping sides unless a permanent, subsurface or drip irrigation system is provided. Do not pile soil on top of rootball.
7. Construct a 3" deep layer of mulch placed 2" off the edge of the trunk flare, around the base of shrub, or solidly around ground cover. Never pile mulch against the tree trunk.
8. Install guying with minimum 1" wide nylon or polypropylene straps with a minimum 600 lb. break strength. Check straps monthly and adjust as required to eliminate girdling of tree. Locate all wood stakes beyond the edge of soil ring in existing soil and embed a minimum of 18" below finished grade unless otherwise specified. Alternate tree bracing and guying systems specified or approved by the Engineer may be used in lieu of the tree bracing and guying methods detailed on the Index.
9. Relocated Trees and Palms: Brace relocated trees and palms in accordance with the Contract Documents. Remove bracing at the conclusion of the contract or as directed by the Engineer. Bracing or straps must not damage or become embedded in the tree bark.
10. Use 2" x 2" minimum wood stakes unless otherwise shown in the Plans or directed by the Engineer. Use wood meeting #2 Common or better in accordance with the Standard Grading Rules for Southern Pine.
11. Drive stakes into existing, undisturbed soil. Localized compaction may be provided to prevent displacement of the stakes for previously disturbed existing soils that do not provide sufficient stability.

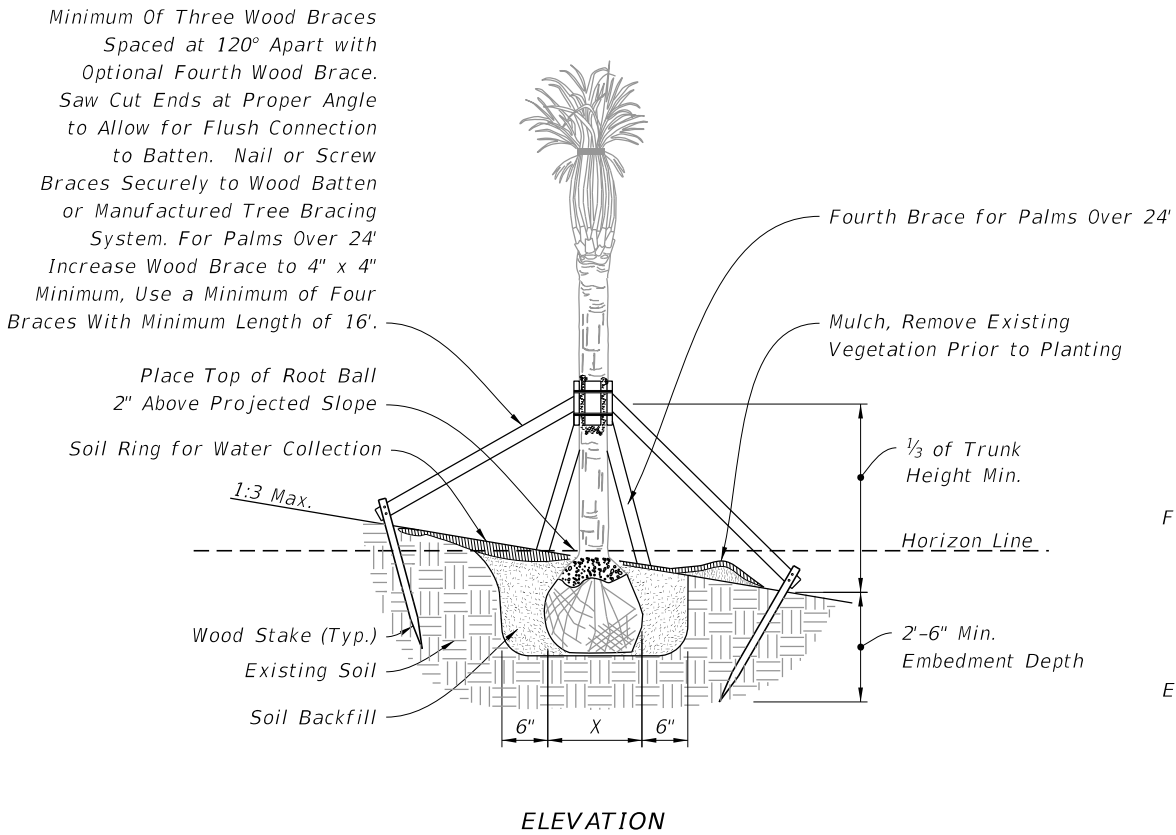
10/6/2022 2:27:59 PM

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	 FY 2023-24 STANDARD PLANS	LANDSCAPE INSTALLATION	INDEX 580-001	SHEET 1 of 2 Page 214 of 585
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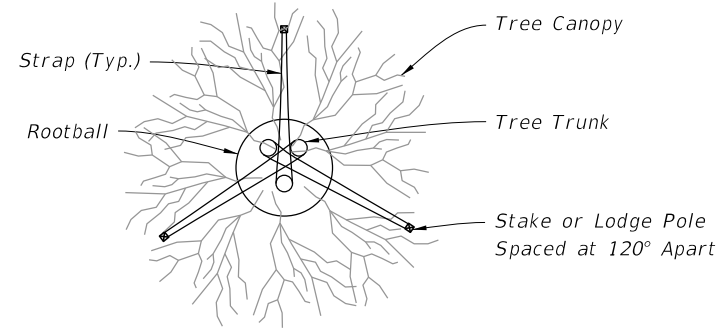
NOTE: May be used on large caliper canopy trees, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

PALM PLANTING

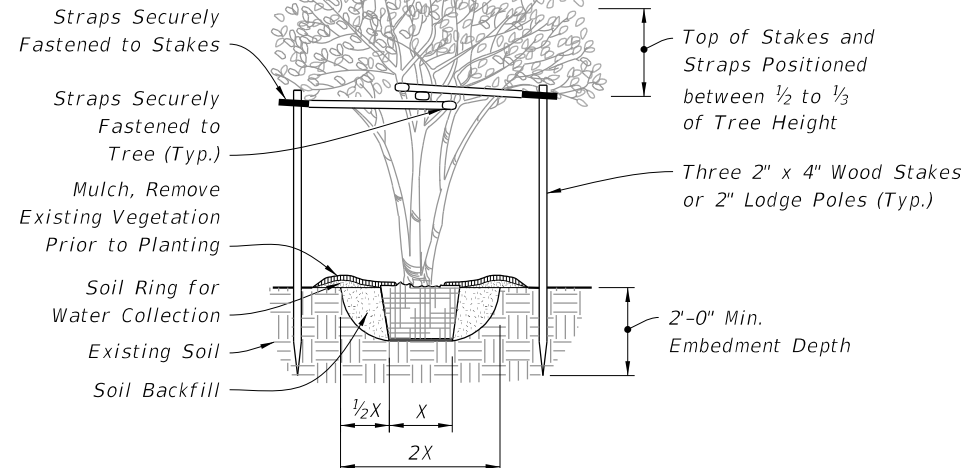


NOTE: May be used on large caliper canopy trees pending slope and rootball width, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

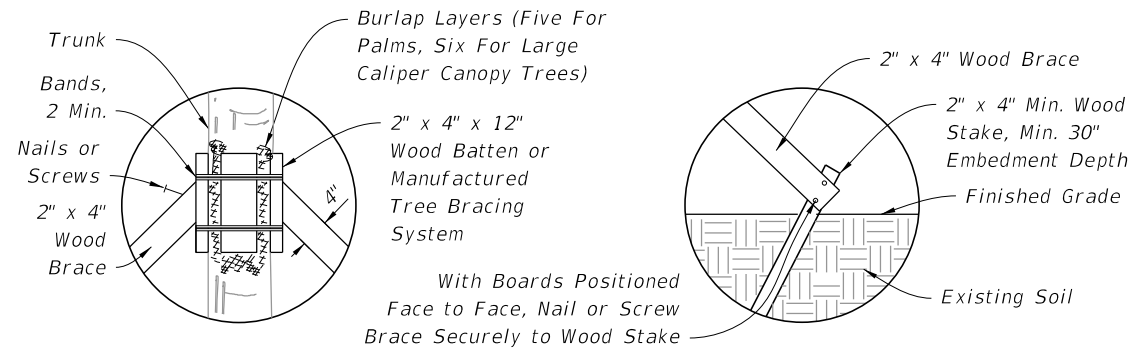
PALM PLANTING ON SLOPE



PLAN

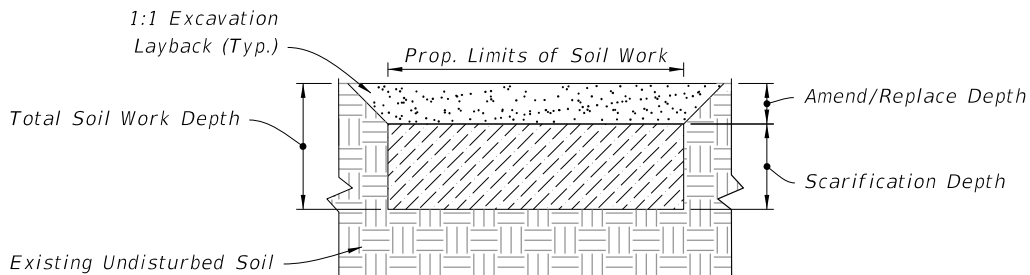


MAX 10' HT. MULTI-TRUNK TREE PLANTING

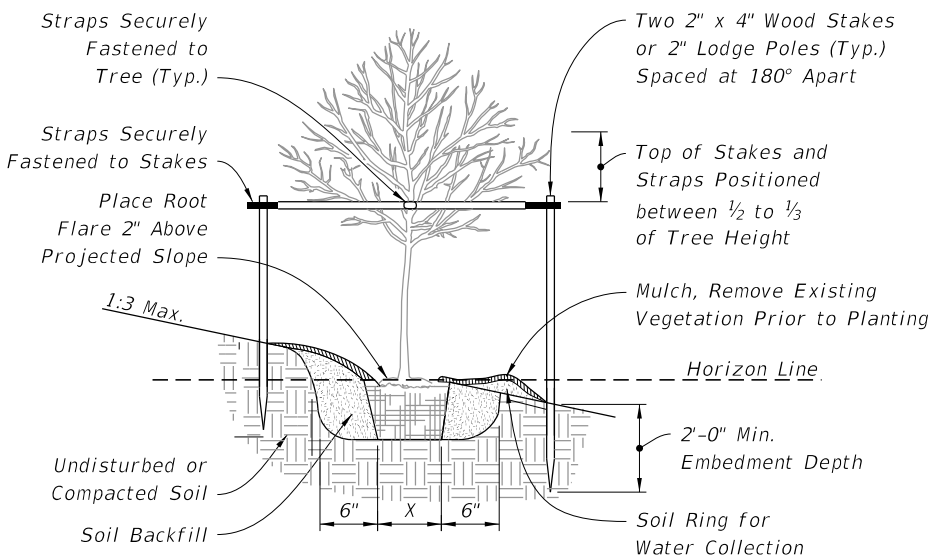


DETAIL "A"

DETAIL "B"

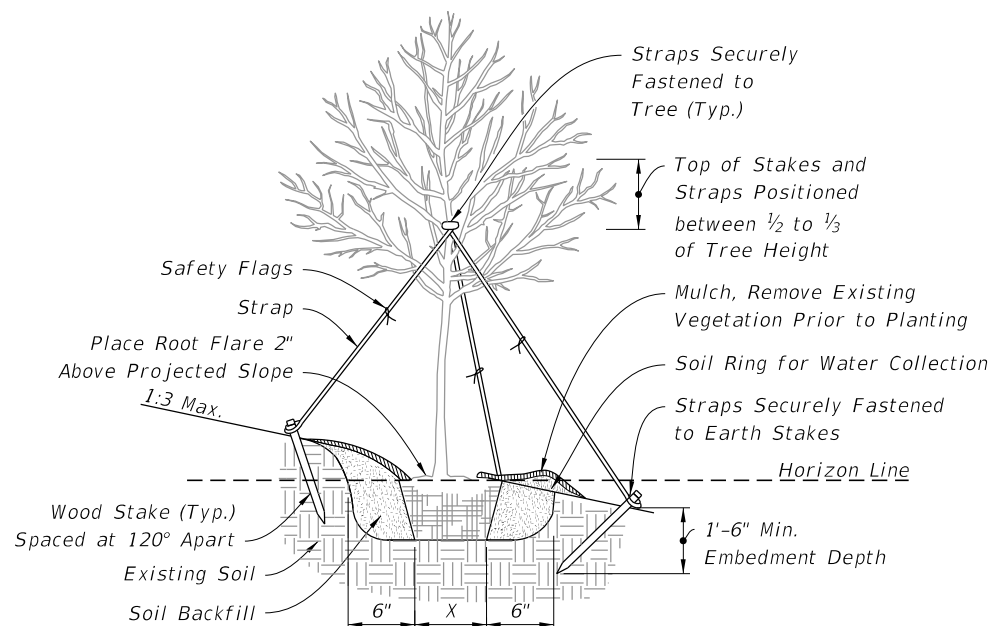


(Typical Section)
LANDSCAPE SOIL WORK



ELEVATION

UNDER 2 1/2" CALIPER TREE PLANTING ON SLOPE



ELEVATION

2 1/2" TO 6" CALIPER TREE PLANTING ON SLOPE

10/6/2022 2:28:00 PM

LAST REVISION 11/01/19	REVISION	DESCRIPTION:		FY 2023-24 STANDARD PLANS	LANDSCAPE INSTALLATION	INDEX 580-001	SHEET 2 of 2 Page 215 of 585
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SECTION No.: 86020000
STATE ROAD: 5
PERMIT No: 2023-L-491-00012
COUNTY: BROWARD

EXHIBIT C

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached.

(To be provided by City)

SECTION No.: 86020000
 STATE ROAD: 5
 PERMIT No: 2023-L-491-00013
 COUNTY: BROWARD

**AMENDMENT NUMBER THIRTEEN (13) TO
 FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
 LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Thirteen (13) to the Agreement dated May 6, 2009, made and entered into this _____ day of _____ 20____ by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION** hereinafter called the **DEPARTMENT** and the **CITY OF DEERFIELD BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated May 6, 2009 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including **State Road 5 (South Federal Highway/US 1)**; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on **State Road 5 (South Federal Highway/US 1)** in accordance with the above referenced Agreement; and,

WHEREAS, the AGENCY by Resolution No. _____ dated _____, attached hereto and by this reference made a part hereof as **Exhibit "C"**, desires to enter into this Agreement and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Page 7, Paragraph 8 of the Landscape Inclusive Maintenance Memorandum of Agreement dated May 6, 2009, the AGENCY may construct additional landscape improvements or modify an improvement located as indicated in **Exhibit "A", State Road 5 (South Federal Highway/US 1)** from MP 14.764 to MP 15.284. The landscape improvements include trees, shrubs and irrigation in the medians, in accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY agrees to maintain the additional landscape improvements described above in accordance with Part I of the Maintenance Plan (Exhibit "E") of the original agreement and as follows:

PART II. Specific Project Site Maintenance Requirements and Recommendations:

- A. The design intent of this project is to provide some upgrades to the existing landscaping in these medians by removing/relocating some of the existing trees,

palms, and plant materials that are doing poorly and installing new landscape material in the medians as requested by the City of Deerfield Beach staff.

- B. Canopy Trees are intended to be maintained at their normal mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
- C. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees on a quarterly basis.
- D. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- E. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- F. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
- G. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 6" to 12" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
- H. The groundcover and shrub vertical growth shall be maintained as follows:
 - a. The Variegated Liriope and Dwarf Pentas must be maintained at a maximum height of 18" since they are located in restricted sight distance areas.
 - b. The Copperleaf, Dwarf Jatropha, and Dwarf Oleander do not have to be pruned or trimmed back. They are located in areas that do not have sight distance restrictions, and therefore can be left natural, with occasional pruning if deemed necessary by the maintaining agency.
 - c. Likewise, the 'Green Island' Ficus and Dwarf Carissa are located in areas that do not have sight distance restrictions, and therefore can be left natural. However, they may be selectively pruned back periodically to keep them at a maintained height of about 24" to 30", if deemed necessary by the maintaining agency.
- I. Inspect groundcovers and shrubs on a quarterly basis for maintaining full ground coverage.
- J. Evaluate plant material on a quarterly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

- K. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

- Exhibit A - Landscape Improvements Maintenance Boundaries
- Exhibit B - Landscape Improvement Plans
- Exhibit C - Resolution

In Witness whereof, the parties hereto have executed with this Amendment effective the day and year first written above.

CITY OF DEERFIELD BEACH

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
City Clerk

Legal Approval: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION No.: 86020000
STATE ROAD: 5
PERMIT No: 2023-L-491-00013
COUNTY: BROWARD

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD 5:

State Road 5 (US 1) from M.P. 13.367 (N.E. 54th Street / S.E. 15th Street) to M.P. 15.325 (Palm Beach County Line)

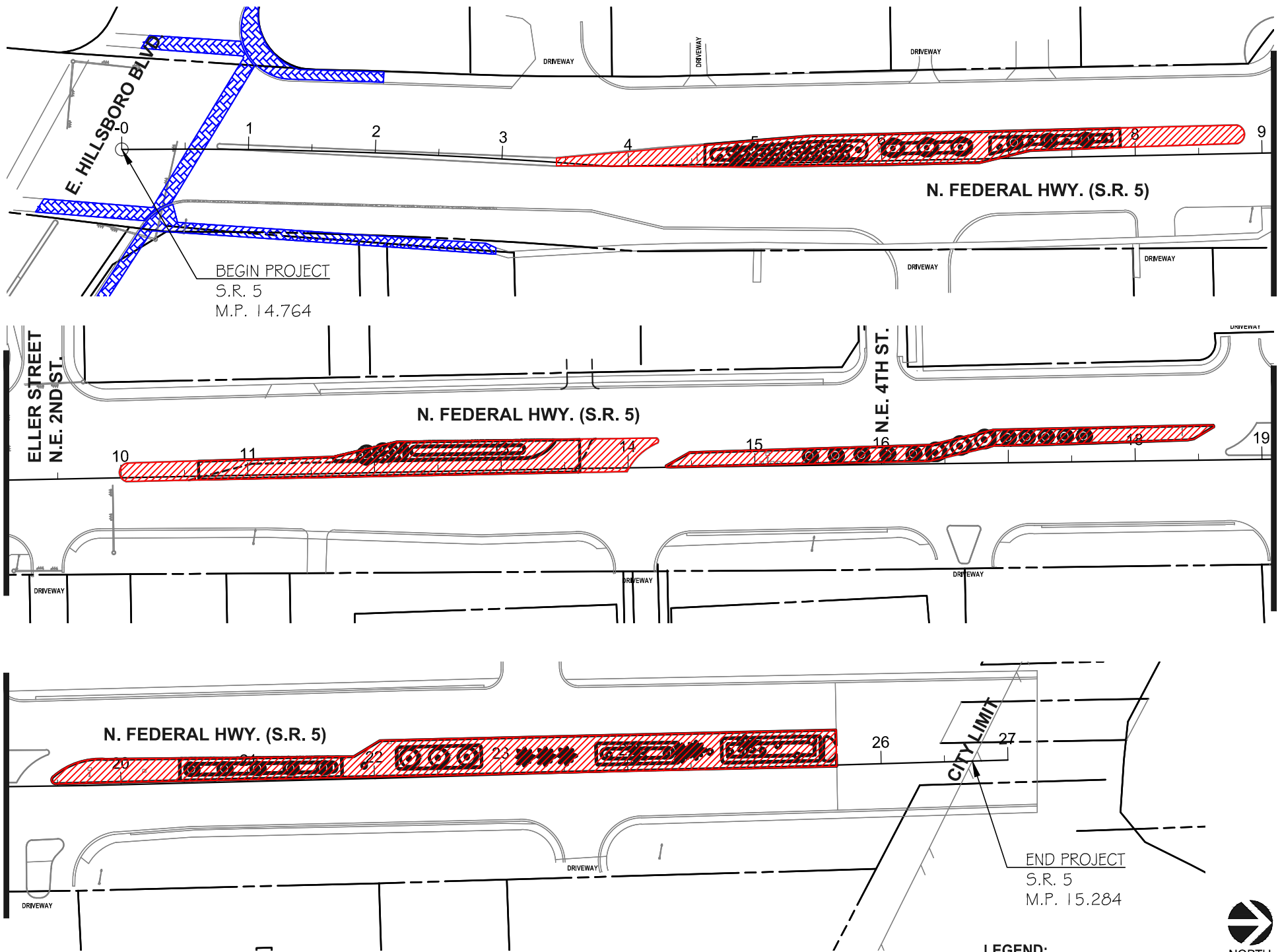
II. LANDSCAPE MAINTENANCE LIMITS FOR THIS PROJECT:

State Road 5 (South Federal Highway/US 1) from M.P. 14.764 (E. Hillsboro Boulevard) to M.P. 15.284 (City/County Line)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP:

Please See Attached

*All limits of the original agreement and amendments shall apply



SECTION No.: 86020000
STATE ROAD: 5
PERMIT No: 2023-L-491-00013
COUNTY: BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Calvin, Giordano & Associates, Inc
Michael Conner, PLA

Dated: December 19, 2023

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

PERMIT PLANS

FINANCIAL PROJECT ID: N/A

(LOCAL FUNDS)

BROWARD COUNTY SECTION (####)

STATE ROAD NO. 5

LANDSCAPE PLANS

FEDERAL HIGHWAY FROM HILLSBORO BLVD. TO THE
COUNTY LINE

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
1C	COVERSHEET
2C	NORTH FEDERAL HIGHWAY AERIAL LOCATION MAP
LN-2C	NORTH FEDERAL HIGHWAY GENERAL NOTES
LN-3C-LN-5C	NORTH FEDERAL HIGHWAY EXISTING TREE DATA
LN-6C	NORTH FEDERAL HIGHWAY PLANTING SCHEDULE
LN-7C	NORTH FEDERAL HIGHWAY IRRIGATION NOTES
LE-1C - LE-5C	NORTH FEDERAL HIGHWAY TREE DISPOSITION PLAN
L-1C - L-5C	NORTH FEDERAL HIGHWAY PLANTING PLAN

FDOT INDEX	SHEET	SHEET DESCRIPTION
580-001	1	LANDSCAPE INSTALLATION
580-001	2	LANDSCAPE INSTALLATION

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, STANDARD PLANS - FY 2023-24
and applicable Interim Revisions at the following website:
[HTTP://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](http://www.fdot.gov/design/standardplans)

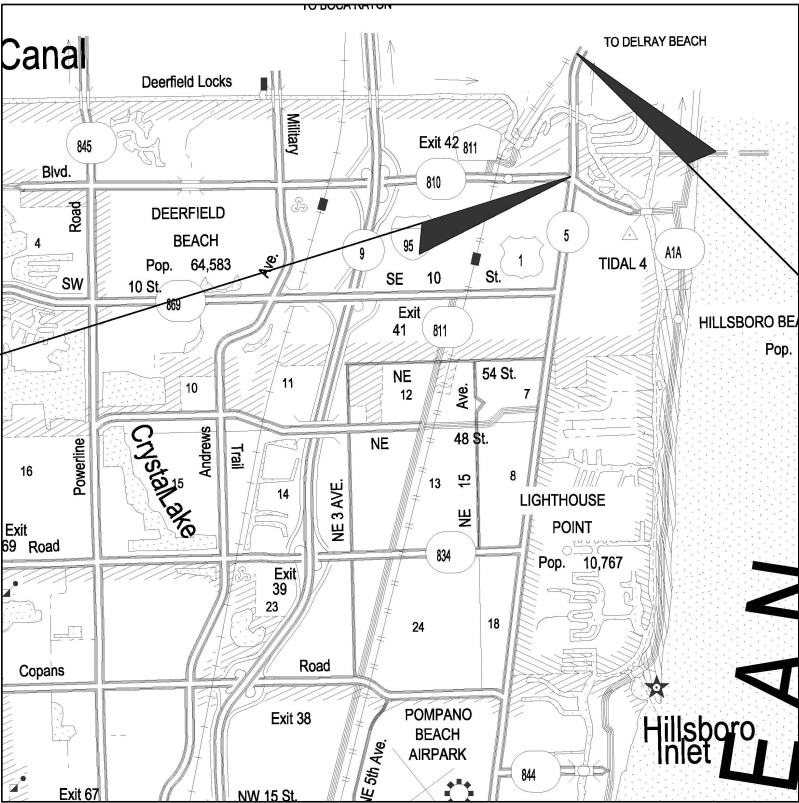
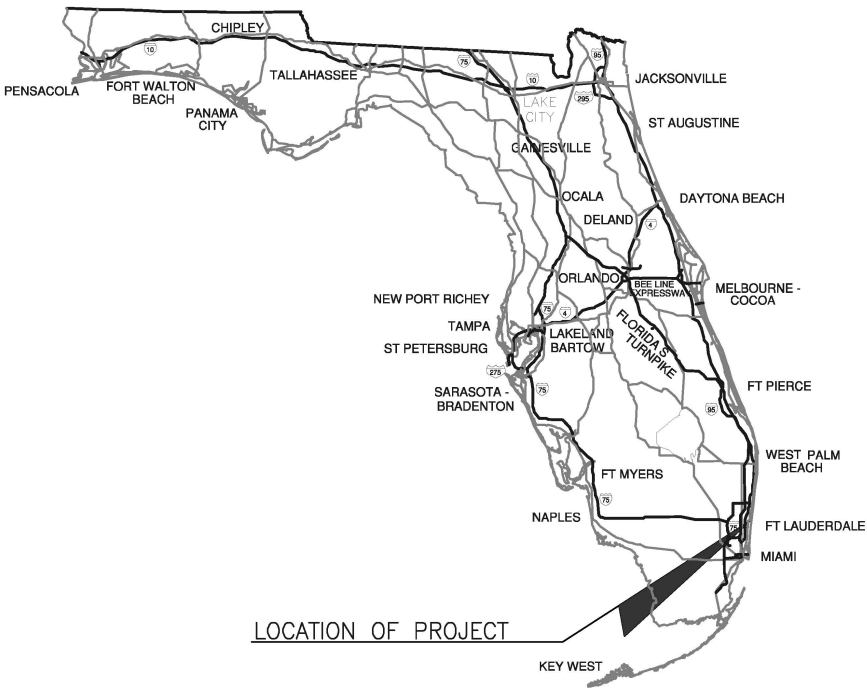
S.R. 5 DESIGN SPEED: 45MPH

MAINTAINING AGENCY: CITY OF DEERFIELD BEACH

Contact: Mike Pursell

CITY OF DEERFIELD BEACH - PUBLIC WORKS DEPARTMENT
150 NE 2nd Avenue
Deerfield Beach, Florida 33441-3506
954-480-4210

FDOT PROJECT MANAGER: DAVID LOCKMILLER, RLA (FDOT DISTRICT IV LANDSCAPE CONSULTANT)



BEGIN PROJECT
S.R. 5
STA. 0+00.00
M.P. 14.764

END PROJECT
S.R. 5
STA. 26+71.90
M.P. 15.284

PLANS PREPARED BY:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8807

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PERMIT APPROVAL SET - NOT FOR CONSTRUCTION

KEY SHEET REVISIONS	
DATE	DESCRIPTION

LANDSCAPE PLANS
ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A.

R.L.A. NO.: LICENSE No.1181

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

FISCAL YEAR	SHEET NO.
2023	1C



F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00013										11/15/2023
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH		NORTH FEDERAL HIGHWAY AERIAL LOCATION MAP		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.						COUNTY
				 	Calvin, Giordano & Associates, Inc. A "SAFEbuilt" COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	810	BROWARD	N/A		

GENERAL NOTES:

- 1. STATE LAW MANDATES CONTACTING "SUNSHINE STATE ONE-CALL OF FLORIDA, INC." AT 811 OR 1-800-432-4770, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2. CONTRACTOR SHALL VIDEO TAPE WORK AREAS BEFORE (WORK COMMENCES) TO IDENTIFY EXISTING CONDITIONS, IF CEI NOT PRESENT ON PROJECT. DAMAGES TO CURBS AND ASPHALT DURING CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED BY CONTRACTOR TO THE SATISFACTION OF FDOT, THESE REPAIRS OR REPLACEMENTS BY CONTRACTOR SHALL BE AT HIS SOLE EXPENSE.
- 3. CONTRACTOR(S) MUST OBTAIN FDOT PERMITS, AND SEPARATE LANDSCAPE, IRRIGATION & TREE RELOCATION/REMOVAL PERMITS FROM THE GOVERNING AGENCIES, AS REQUIRED.
- 4. LANDSCAPE CONTRACTOR MUST CALL THE LANDSCAPE INSPECTOR WITH THE CITY OF DEERFIELD BEACH TO SCHEDULE A PRE CONSTRUCTION MEETING, ALONG WITH THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO ANY SITE PREPARATION.
- 5. ALL CLEARING, GRUBBING, EXCAVATION, FILL AND DISPOSAL OF ALL CONSTRUCTION MATERIAL IS INCIDENTAL TO WORK, AND SHALL BE INCLUDED IN THE CONTRACT.
- 6. CONTRACTOR SHALL CONTACT FDOT 'OPERATIONS' FOR DIRECTION AS TO THE DISPOSAL OF EXCAVATED FILL. BROWARD OPERATIONS.
- 7. CONTRACTOR SHALL MAINTAIN CLEAR SIGHT AT MEDIAN OPENINGS FOR VEHICLES TURNING ACROSS ONCOMING TRAFFIC, AS DEFINED PER FDOT INDEX 546, EXCEPT WHERE SIGNALIZED INTERSECTIONS THAT DO NOT GO FLASHING.
- 8. CONTRACTOR SHALL MAINTAIN A HORIZONTAL CLEAR ZONE, AS DEFINED PER F.D.O.T. PPM VOL. I, CHAPTER 4.
- 9. CONTRACTOR SHALL INSURE THAT NO SIGNS WILL BE BLOCKED DURING NEW MEDIAN PLANTING, AND THAT NO PLANT MATERIAL WILL BE BLOCKING ANY SIGN.

FDOT IRRIGATION NOTES:

- 1. THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
- 2. FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO THE WATER SOURCE.
- 3. THE CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

ADDITIONAL IRRIGATION NOTES:

- 1. EXISTING IRRIGATION SHALL BE MODIFIED/REPAIRED IN ALL LANDSCAPE AREAS AFFECTED BY THESE PLANTING PLANS.
- 2. REFER TO SHEET LN-7C FOR ADDITIONAL NOTES.

FDOT GENERAL NOTES

- 1. GOVERNING STANDARD PLANS: Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website: <https://www.fdot.gov/design/standardplans>
- 2. GOVERNING STANDARD SPECTIFICATIONS: Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: <https://www.fdot.gov/programmanagement/implemented/specbooks>
- 3. Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- 4. Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
- 5. Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the FDOT Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY

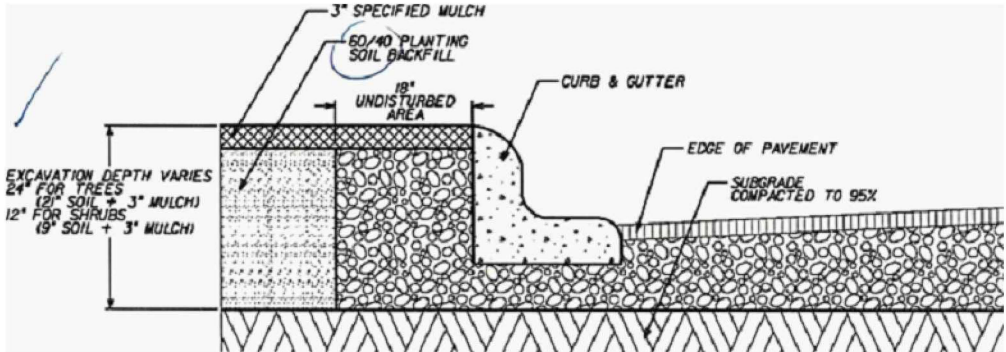
- BE ADVISED THAT UNDERGROUND UTILITIES SHOWN ON PLANS ARE APPROXIMATIONS, AND MAY NOT REFLECT ALL EXISTING UNDERGROUND UTILITIES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL 811 OR 1-800-432-4770 (SUNSHINE STATE ONE CALL) A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION, AS PER CHAPTER 556 OF THE FLORIDA STATUES.

CALL 48 HOURS BEFORE
YOU DIG IN FLORIDA, ITS THE LAW!
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



FDOT PLANTING NOTES:

- 1. For the portion of landscape plant material that will be installed within the fdot right of way, landscape installation shall comply with current applicable FDOT Maintenance Specification 580. Online reference: [ssm5800000wd- 722-117992. pdf \(windows. net\]](ssm5800000wd-722-117992.pdf)
- 2. For the portion of landscape plant material that will be installed within the FDOT right of way refer to the FDOT standard plans index 580-001 landscape installation. Online reference: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default- source/desig n/standardplans/2023/idx/580-001 .pdf?](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf?)
- 3. It is recommended to verify the existing soil conditions for the medians to be planted prior to finalizing the construction documents. If the existing sub-grade is compacted road base, it is recommended to specify replacing with planting soil, as follows:
 - a. Contractor shall preserve a continuous band of undisturbed compacted sub-base 18" from the back of curb (see detail below).
 - b. The contractor shall insure that all unsuitable soil including concrete, pavement, road base, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil, e.g., 60% sand and 40% muck.
 - c. Areas to be planted with shrubs and/or ground covers: remove compacted soil to a depth of 12" and replace with specified planting soil. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch and 1" clear from top of curb.
 - d. Planting pits for trees and palms: remove compacted soil within the area of each planting pit to a depth of 24" from the top of curb. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch, and 1" clear from top of curb.



- 4. Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.
- 5. Sodded areas will be in accordance with Standard Plans Index 570-010 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY GENERAL NOTES		SHEET NO. LN-2C
DATE	DESCRIPTION		DATE							
						ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						810	BROWARD	N/A		

TREE NO.	COMMON NAME	BOTANICAL NAME	NATIVE	DBH (in)	CANOPY AREA (Sq Ft)	TO BE REMOVED	TO REMAIN	TO BE RELOCATED	STATION	OFFSET	HEIGHT (Ft)	Notes	
STATIONS AND OFFSETS TAKEN FROM BASELINE SHOWN ON PLANTING PLANS													
C01	Royal Palm	Roystonea regia	X	0.0"			X				35'	Fair	
C02	Cabbage Palm	Sabal palmetto	X	0.0"				X			20'	Good	
C03	Cabbage Palm	Sabal palmetto	X	0.0"				X			8'	Fair	
C04	Cabbage Palm	Sabal palmetto	X	0.0"				X			20'	Fair, Curved Trunk	
C05	Cabbage Palm	Sabal palmetto	X	0.0"				X			30'	Good	
C06	Cabbage Palm	Sabal palmetto	X	0.0"				X			24'	Good	
C07	Cabbage Palm	Sabal palmetto	X	0.0"				X			35'	Good	
C08	Royal Palm	Roystonea regia	X	0.0"			X				24'	Good	
C09	Cabbage Palm	Sabal palmetto	X	0.0"				X			28'	Good	
C10	Cabbage Palm	Sabal palmetto	X	0.0"				X			30'	Fair, Curved Trunk	
C11	Cabbage Palm	Sabal palmetto	X	0.0"				X			20'	Fair, Curved Trunk	
C12	Cabbage Palm	Sabal palmetto	X	0.0"				X			28'	Good	
C13	Cabbage Palm	Sabal palmetto	X	0.0"		X					18'	Fair, Curved Trunk	
C14	Cabbage Palm	Sabal palmetto	X	0.0"				X			24'	Fair, Curved Trunk	
C15	Royal Palm	Roystonea regia	X	0.0"			X				30'	Good	
C16	Royal Palm	Roystonea regia	X	0.0"			X				32'	Good	
C17	Royal Palm	Roystonea regia	X	0.0"			X				35'	Good	
C18	Royal Palm	Roystonea regia	X	0.0"			X				35'	Good	
C19	Royal Palm	Roystonea regia	X	0.0"				X			40'	Good	
C20	Royal Palm	Roystonea regia	X	0.0"				X			35'	Good	
C21	Royal Palm	Roystonea regia	X	0.0"				X			40'	Good	
C22	Royal Palm	Roystonea regia	X	0.0"				X			18'	Good	
C23	Royal Palm	Roystonea regia	X	0.0"				X			24'	Good	
C24	Veitchia Palm	Veitchia Sp.		0.0"				X			24'	Good	
C25	Royal Palm	Roystonea regia	X	0.0"				X			24'	Good	
C26	Veitchia Palm	Veitchia Sp.		0.0"				X			25'	Good	
C27	Royal Palm	Roystonea regia	X	0.0"				X			35'	Good	
C28	Veitchia Palm	Veitchia Sp.		0.0"				X			8'	Good	
C29	Royal Palm	Roystonea regia	X	0.0"				X			40'	Good	
C30	Veitchia Palm	Veitchia Sp.		0.0"				X			8'	Good	
NOTE: ALL PALMS AND TREES TO BE RELOCATED TO NEARBY CITY PARKS OR PUBLIC LANDS. CONTRACTOR SHALL COORDINATE LOCATIONS AND SCHEDULING OF WORK WITH CITY'S REPRESENTATIVE.													
F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00013													
REVISIONS					LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181			DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY EXISTING TREE DATA		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		GA 85 Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807			ROAD NO.	COUNTY			
									810	BROWARD			N/A

TREE NO.	COMMON NAME	BOTANICAL NAME	NATIVE	DBH (in)	CANOPY AREA (Sq Ft)	TO BE REMOVED	TO REMAIN	TO BE RELOCATED	STATION	OFFSET	HEIGHT (Ft)	Notes	
STATIONS AND OFFSETS TAKEN FROM BASELINE SHOWN ON PLANTING PLANS													
C31	Royal Palm	Roystonea regia	X	0.0"				X			30'	Good	
C32	Veitchia Palm	Veitchia Sp.		0.0"				X			40'	Good	
C33	Veitchia Palm	Veitchia Sp.		0.0"				X			40'	Good	
C34	Veitchia Palm	Veitchia Sp.		0.0"				X			24'	Fair, Curved Trunk	
C35	Crape Myrtle	Lagerstroemia indica		8.0"	13	X					10'	Poor	
C36	Crape Myrtle	Lagerstroemia indica		8.0"	28	X					10'	Poor, Leaning	
C37	Crape Myrtle	Lagerstroemia indica		16.0"	177			X			20'	Fair	
C38	Crape Myrtle	Lagerstroemia indica		24.0"	491			X			25'	Fair, Wound on Trunk / Storm Damage	
C39	Mahogany Tree	Sweitenia mahogni	X	20.0"	1,257	X					35'	Poor, Included Bark in Trunk	
C40	Mahogany Tree	Sweitenia mahogni	X	18.0"	1,257	X					35'	poor, Poor Branching Structure	
C41	Mahogany Tree	Sweitenia mahogni	X	30.0"	1,963	X					45'	Poor, Poor Branching Structure	
C42	Royal Poinciana	Delonix regia		20.0"	1,963		X				40'	Fair	
C43	Cabbage Palm	Sabal palmetto	X	0.0"				X			24'	Poor, Curved Trunk	
C44	Cabbage Palm	Sabal palmetto	X	0.0"				X			30'	Good	
C45	Cabbage Palm	Sabal palmetto	X	0.0"				X			16'	Good	
C46	Cabbage Palm	Sabal palmetto	X	0.0"				X			18'	Fair, Curved Trunk	
C47	Cabbage Palm	Sabal palmetto	X	0.0"				X			24'	Fair, Curved Trunk	
C48	Cabbage Palm	Sabal palmetto	X	0.0"				X			18'	Fair, Curved Trunk	
C49	Paurotis Palm	Acoelorrhaphe wrightii	X	0.0"				X			30'	Fair, Multi-Trunk / Clump (Under wires)	
C50	Cabbage Palm	Sabal palmetto	X	0.0"				X			20'	Poor, Curved Trunk	
C51	Cabbage Palm	Sabal palmetto	X	0.0"				X			28'	Good	
C52	Cabbage Palm	Sabal palmetto	X	0.0"				X			16'	Fair, Curved Trunk	
C53	Cabbage Palm	Sabal palmetto	X	0.0"				X			18'	Good	
C54	Cabbage Palm	Sabal palmetto	X	0.0"				X			18'	Good	
C55	Cabbage Palm	Sabal palmetto	X	0.0"				X			20'	Good	
C56	Royal Palm	Roystonea regia	X	0.0"			X				40'	Good	
C57	Pink Trumpet Tree	Tabebuia heterophylla		5.0"	28	X					12'	Poor	
C58	Pink Trumpet Tree	Tabebuia heterophylla		7.0"	154			X			22'	Fair	
C59	Royal Palm	Roystonea regia	X	0.0"			X				35'	Good	
C60	Pink Trumpet Tree	Tabebuia heterophylla		6.0"	79			X			24'	Fair	
NOTE: ALL PALMS AND TREES TO BE RELOCATED TO NEARBY CITY PARKS OR PUBLIC LANDS. CONTRACTOR SHALL COORDINATE LOCATIONS AND SCHEDULING OF WORK WITH CITY'S REPRESENTATIVE.													
F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00013													
REVISIONS					LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181			DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY EXISTING TREE DATA		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.			COUNTY	FINANCIAL PROJECT ID			
						810			BROWARD	N/A			LN-4C
					  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807								

11/15/2023

TREE NO.	COMMON NAME	BOTANICAL NAME	NATIVE	DBH (in)	CANOPY AREA (Sq Ft)	TO BE REMOVED	TO REMAIN	TO BE RELOCATED	STATION	OFFSET	HEIGHT (Ft)	Notes				
STATIONS AND OFFSETS TAKEN FROM BASELINE SHOWN ON PLANTING PLANS																
C61	Coconut Palm	Cocos nucifera		0.0"			X				28'	Fair				
C62	Royal Palm	Roystonea regia	X	0.0"			X				40'	Good				
C63	Royal Palm	Roystonea regia	X	0.0"			X				40'	Good				
C64	Veitchia Palm	Veitchia Sp.		0.0"				X			40'	Good				
C65	Royal Palm	Roystonea regia	X	0.0"			X				40'	Fair				
C66	Royal Palm	Roystonea regia	X	0.0"			X				40'	Good				
C67	Senegal Date Palm	Phoenix Reclinata		0.0"			X				30'	Fair, Multi-Trunk / Clump				
NOTE: ALL PALMS AND TREES TO BE RELOCATED TO NEARBY CITY PARKS OR PUBLIC LANDS. CONTRACTOR SHALL COORDINATE LOCATIONS AND SCHEDULING OF WORK WITH CITY'S REPRESENTATIVE. F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00013																
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181				DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH		NORTH FEDERAL HIGHWAY EXISTING TREE DATA		SHEET NO. LN-5C				
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.		COUNTY	FINANCIAL PROJECT ID							
						810		BROWARD	N/A							
				 Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807												

11/15/2023

TABULATION OF QUANTITIES / PLANT SCHEDULE									
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F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY PLANTING SCHEDULE		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY			FINANCIAL PROJECT ID
						5	BROWARD	N/A		

IRRIGATION NOTES:

1. IRRIGATION OVERVIEW:
THE PURPOSE OF THIS PROJECT IS TO REPAIR AND MODIFY THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE THE INSTALLATION OF A NEW LANDSCAPE WHILE ENSURING CONTINUED COVERAGE AND ADEQUATE WATER SUPPLY TO THE EXISTING AREAS. THE CONTRACTOR SHALL ENSURE THAT THE IRRIGATION SYSTEM FUNCTIONS EFFICIENTLY AND PROVIDES 100% COVERAGE OF ALL LANDSCAPE (EXISTING AND NEW) AREAS WITH HEAD TO HEAD COVERAGE.
2. ASSESSMENT:

2.1.CONTRACTOR SHALL CONTACT CITY OF DEERFIELD BEACH IRRIGATION REPRESENTATIVE PRIOR TO COMMENCEMENT, TO COORDINATE WATERING OF EXISTING PLANTS DURING CONSTRUCTION, EVALUATE THE EXISTING IRRIGATION SYSTEM'S FUNCTIONALITY AND IDENTIFY ANY REPAIRS OR MODIFICATIONS REQUIRED TO MEET THE NEEDS OF THE NEW LANDSCAPE INSTALLATION.

2.2.DETERMINE THE COVERAGE AREA OF THE EXISTING IRRIGATION SYSTEM, INCLUDING IDENTIFYING POTENTIAL OBSTACLES, SUCH AS TREES, HARDSCAPE ELEMENTS, OR STRUCTURES, THAT MAY AFFECT WATER DISTRIBUTION.

2.3.DETERMINE ANY CHANGES TO AREA IRRIGATED, NEW LANDSCAPE AREAS, NEW HARDSCAPE AREAS.

2.4.PREPARE SKETCH SHOWING VALVE LOCATIONS AND NUMBER OF HEADS ON EACH EXISTING ZONE. CALCULATE FLOW AND REQUIRED PIPE SIZES TO MAINTAIN WATER VELOCITY BELOW 5 FEET PER SECOND.
3. REPAIRS AND MODIFICATIONS:

3.1 .INSPECT ALL EXISTING IRRIGATION COMPONENTS, INCLUDING PIPES, VALVES, VALVE BOXES AND COVERS, SPRINKLER HEADS (TO REMAIN), AND CONTROLLERS, AND REPAIR OR REPLACE ANY DAMAGED OR MALFUNCTIONING PARTS.

3.2.REPLACE EXISTING HEADS AS FOLLOWS:

3.2.1. EXISTING HEADS IN PROPOSED SOD AREAS SHALL BE REPLACED WITH 6” POP-UPS WITH PRESSURE CONTROL AND CHECK VALVE.

3.2.2. EXISTING HEADS IN PROPOSED SHRUB AREAS SHALL BE REPLACED WITH 12” POP-UPS WITH PRESSURE CONTROL AND CHECK VALVE.

3.2.3. ALL NOZZLES SHALL BE MATCHED PRECIPITATION RATES (MPR) AND SIZED TO PROVIDE HEAD TO HEAD COVERAGE.

3.3.BASED ON THE LANDSCAPE DESIGN PLANS, MODIFY THE EXISTING IRRIGATION SYSTEM TO PROVIDE APPROPRIATE COVERAGE FOR THE NEWLY ADDED LANDSCAPE ELEMENTS WHILE MAINTAINING COVERAGE OF THE EXISTING AREAS.

3.4.INSTALL ADDITIONAL SPRINKLER HEADS, AS NECESSARY TO ENSURE EVEN COVERAGE OF WATER TO THE NEW LANDSCAPE FEATURES WITHOUT COMPROMISING THE COVERAGE OF EXISTING AREAS

3.5.MODIFY EXISTING BUBBLER ZONE BY CAPPING OR CLOSING BUBBLERS AT EXISTING TREES AND ADDING NEW LINE AND BUBBLERS TO PROPOSED TREES AND PALMS.

- 3.6.WHEN ADDING NEW SPRINKLER HEADS OR BUBBLERS CONTRACTOR SHALL VERIFY PIPE SIZES AND ENSURE WATER VELOCITY DOES NOT EXCEED 5 FEET PER SECOND. IF WATER VELOCITY WILL EXCEED 5 FEET PER SECOND, ADJUSTMENTS TO HEAD SPACING OR NOZZLE SELECTIONS WILL NEED TO BE MODIFIED TO REDUCE FLOW RATE. NOTE, DO NOT CONNECT NOZZLES OF DIFFERENT PRECIPITATION RATES TO THE SAME VALVE.
- 3.7.INSTALLATION OF LATERALS AROUND EXISTING TREES SHALL BE DUG BY HAND. EXTREME CARE MUST BE USED TO PREVENT DAMAGE TO THE ROOT SYSTEM OF EXISTING TREES. ROOTS LARGER THAN 2-1/2" SHALL NOT BE CUT, SOIL BENEATH THE ROOT SHALL BE CAREFULLY EXCAVATED IN ORDER TO PASS ANY LATERAL BENEATH THE ROOT. SOIL SHALL BE BACK WASHED INTO THESE AREAS IN ORDER TO AVOID ANY AIR POCKETS FROM FORMING
- 3.8.IF IT IS NOT POSSIBLE TO PROVIDE AUTOMATIC IRRIGATION TO ANY OF THE NEW OR RELOCATED PALMS & TREES, CONTRACTOR SHALL PROVIDE A WATERING CONTRACT, FOR THE DURATION OF THE ESTABLISHMENT PERIOD.
4. SYSTEM CALIBRATION AND TESTING:

4.1 .PERFORM THOROUGH PRESSURE TESTING AND CALIBRATION OF THE ENTIRE IRRIGATION SYSTEM AFTER REPAIRS AND MODIFICATIONS ARE COMPLETED.

4.2.ADJUST SPRINKLER HEAD POSITIONS, SPRAY PATTERNS, AND WATERING DURATIONS TO ENSURE UNIFORM WATER DISTRIBUTION THROUGHOUT THE LANDSCAPE, INCLUDING BOTH THE EXISTING AND NEW AREAS.

4.3.INSTALL RAIN AND/OR SOIL MOISTURE SENSORS, IF APPLICABLE, AND INTEGRATE THEM WITH THE IRRIGATION CONTROLLER TO PROMOTE WATER EFFICIENCY FOR BOTH THE EXISTING AND NEW LANDSCAPE ELEMENTS.
5. MATERIALS AND EQUIPMENT:

5.1 .THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TOOLS, EQUIPMENT, AND MATERIALS REQUIRED TO COMPLETE THE REPAIR AND MODIFICATION WORK.

5.2.THE MATERIALS USED FOR REPAIRS AND MODIFICATIONS SHOULD MATCH THE EXISTING, MAINTAIN ALL SPRAYS AND NOZZLES OF THE SAME MANUFACTURER AND TYPE.

6. COMPLIANCE AND SAFETY:

6.1 .THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES, REGULATIONS, AND PERMITS RELATED TO IRRIGATION SYSTEM INSTALLATION AND REPAIR.

6.2.THE CONTRACTOR SHALL ADHERE TO BEST PRACTICES FOR SAFETY, INCLUDING WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT AND TAKING NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO EXISTING STRUCTURES, UTILITIES, OR LANDSCAPING.
7. DELIVERABLES:

7.1 .AS-BUILT DRAWINGS: THE CONTRACTOR SHALL PROVIDE ACCURATE AS-BUILT DRAWINGS INDICATING THE FINAL CONFIGURATION OF THE REPAIRED AND MODIFIED IRRIGATION SYSTEM, CLEARLY SHOWING VALVE LOCATIONS, SPRAY HEADS AND PIPE RUNS FOR BOTH THE EXISTING AND NEW LANDSCAPE ELEMENTS.
8. INSPECTIONS AND COORDINATION MEETINGS REQUIRED:

8.1 .PRE-CONSTRUCTION MEETING - OWNER'S REPRESENTATIVE AND CONTRACTOR TO REVIEW ENTIRE INSTALL PROCESS AND SCHEDULE WITH OWNER/GENERAL CONTRACTOR.

8.2.MAINLINE PRESSURE TEST - ALL MAINLINE SHALL BE PRESSURE TESTED TO CONFIRM THERE ARE NO LEAKS OR BREAKS.

8.3.COVERAGE AND OPERATIONAL TEST

8.4.FINAL INSPECTION FOR COVERAGE AND OPERATION

8.5.PUNCH LIST INSPECTION
9. FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED:

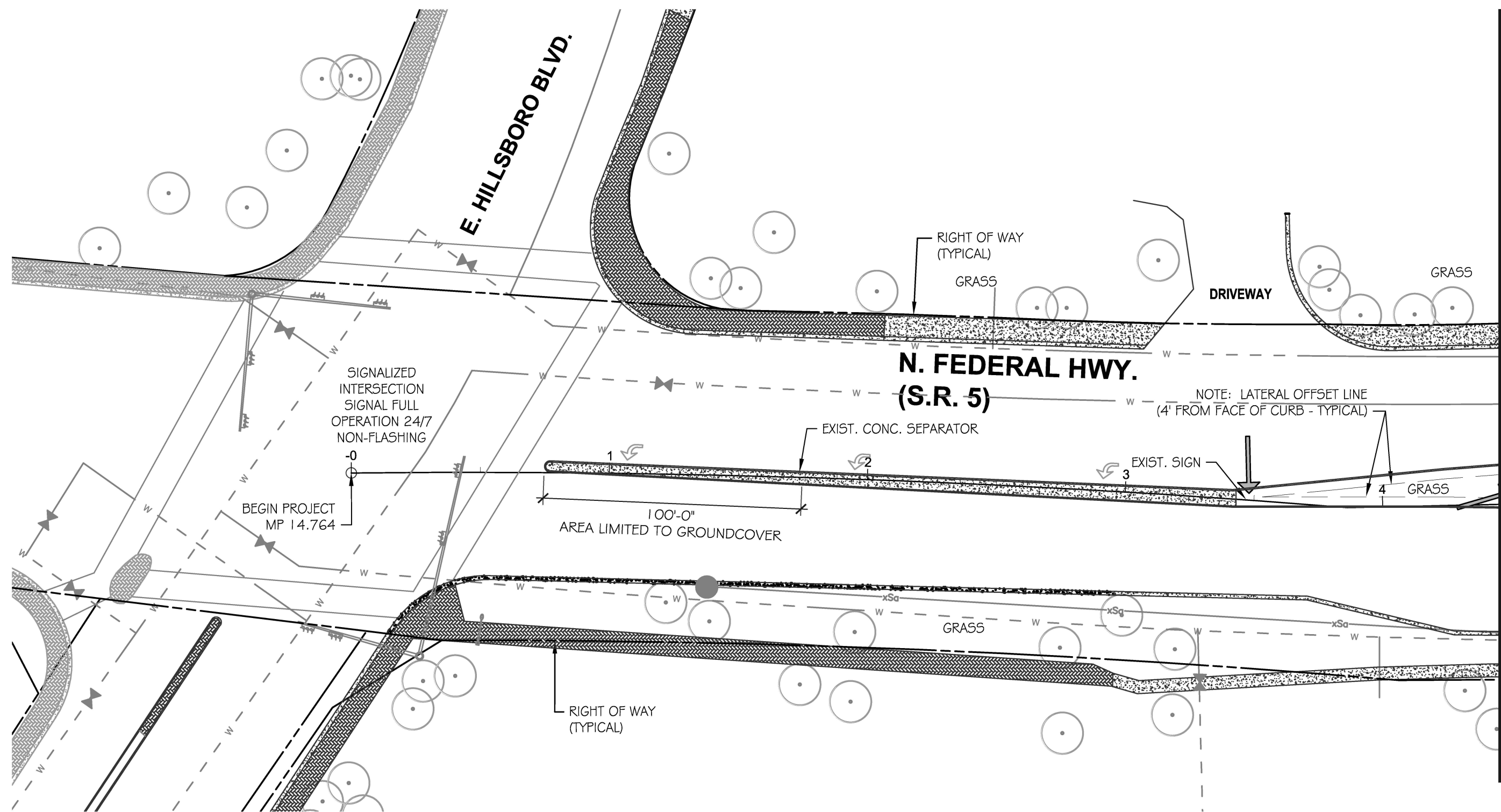
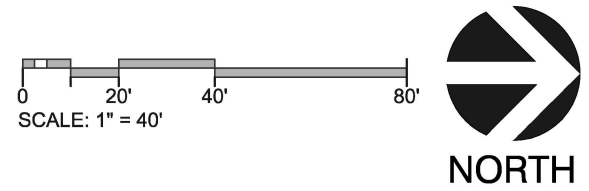
9.1 .ALL ABOVE INSPECTIONS ARE COMPLETED, DOCUMENTED, AND APPROVED BY OWNER'S REPRESENTATIVE.

9.2.COMPLETION AND ACCEPTANCE OF 'AS-BUILT' DRAWINGS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY IRRIGATION NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						ROAD NO.
					5	BROWARD	N/A		LN-7C

11/15/2023



MATCH LINE SEE SHEET LE-2C

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY TREE DISPOSITION PLAN	SHEET NO. LE-1C
DATE	DESCRIPTION	DATE	DESCRIPTION						
					 Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO.	COUNTY		
					5	BROWARD	N/A		

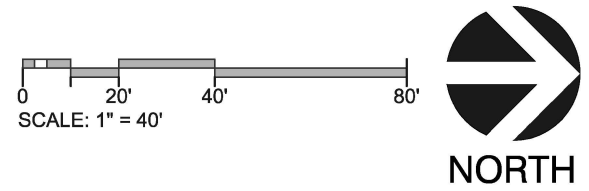


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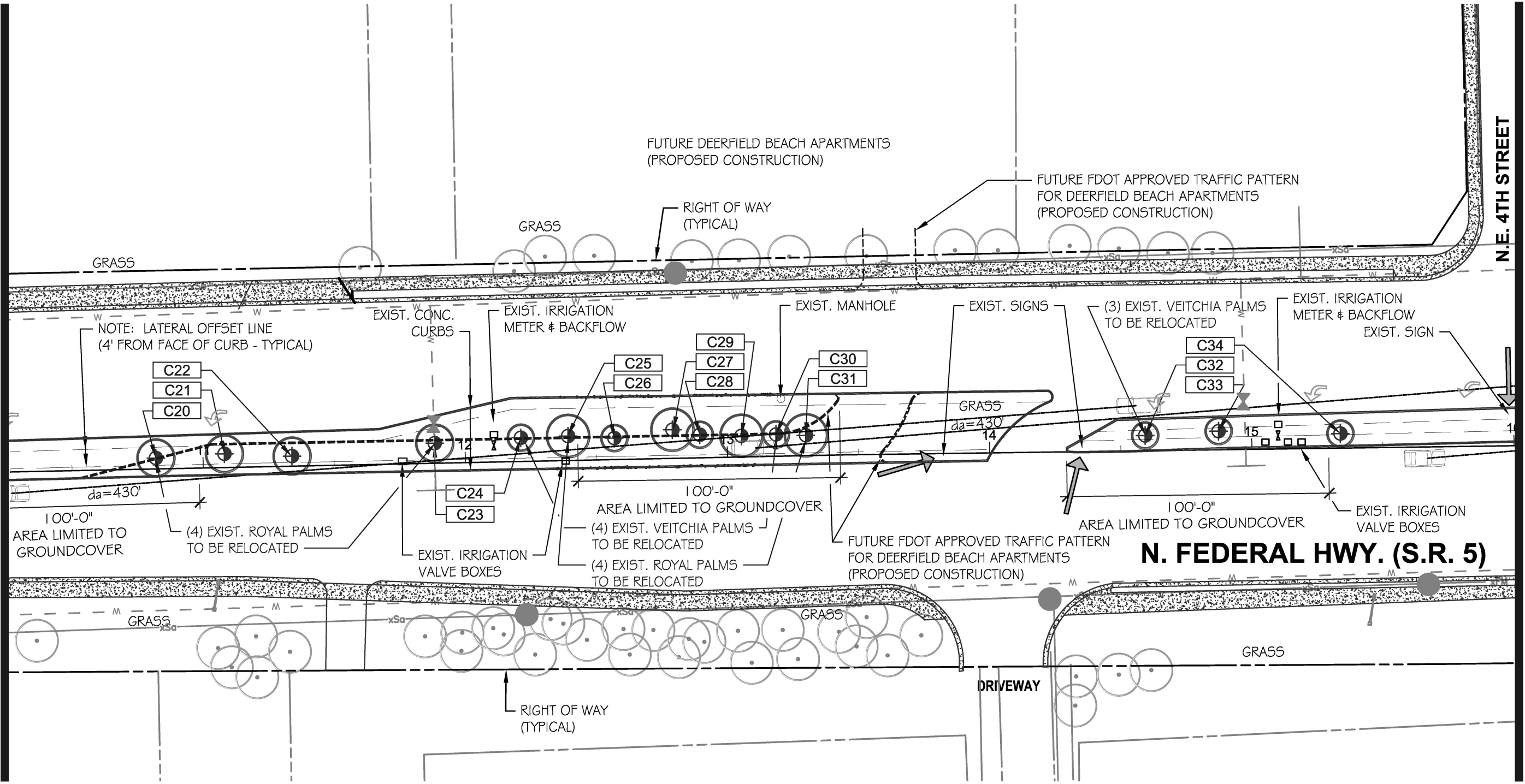
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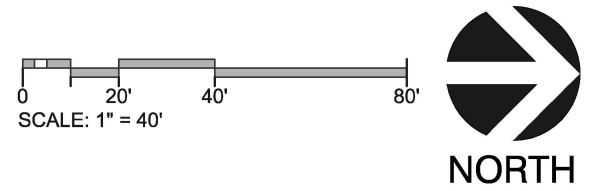
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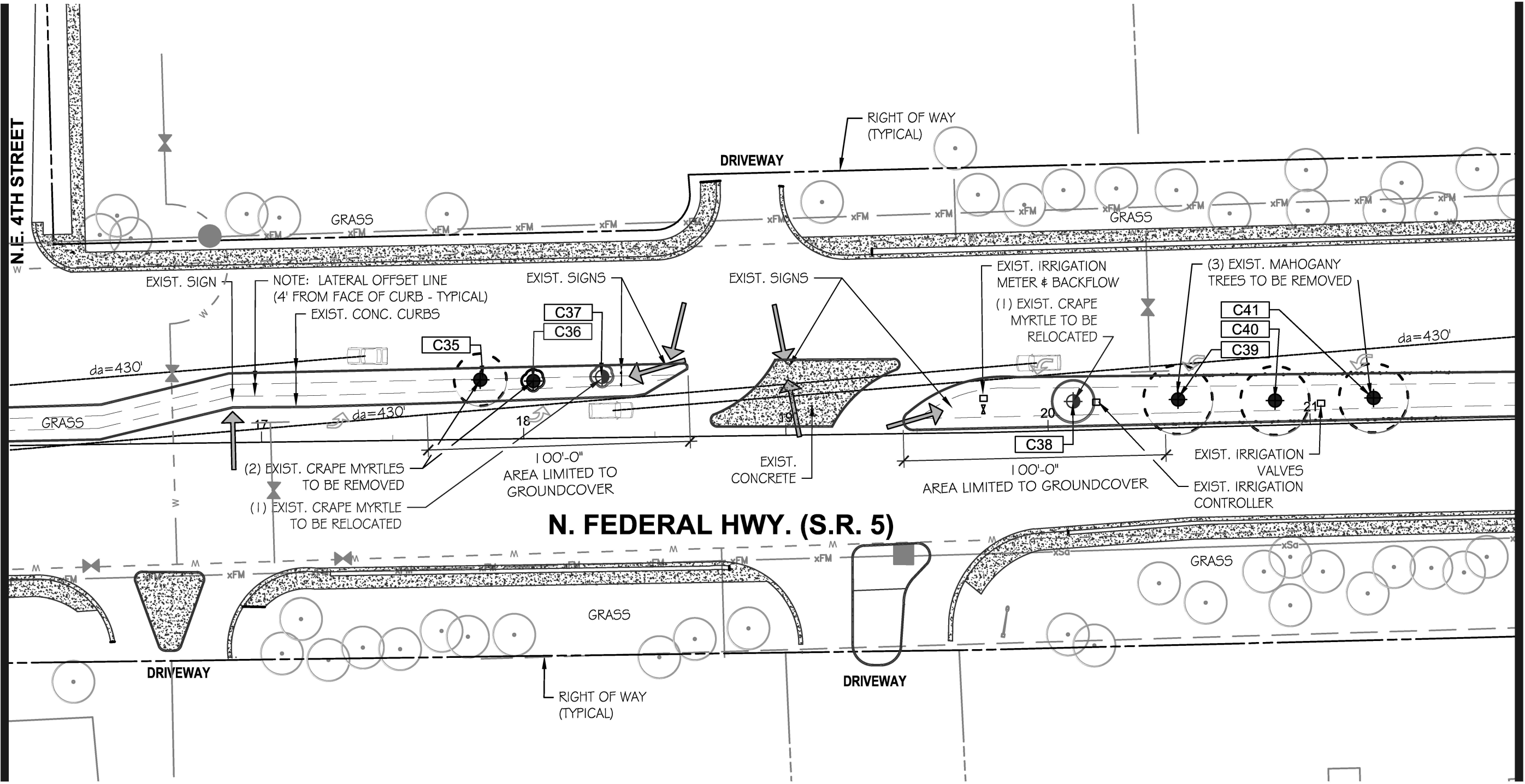


F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY TREE DISPOSITION PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION							
					  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO.	COUNTY			FINANCIAL PROJECT ID
				5	BROWARD	N/A				



MATCH LINE SEE SHEET: LE-3C



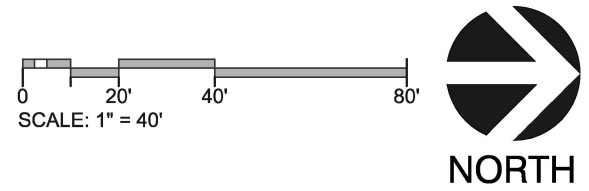
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F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

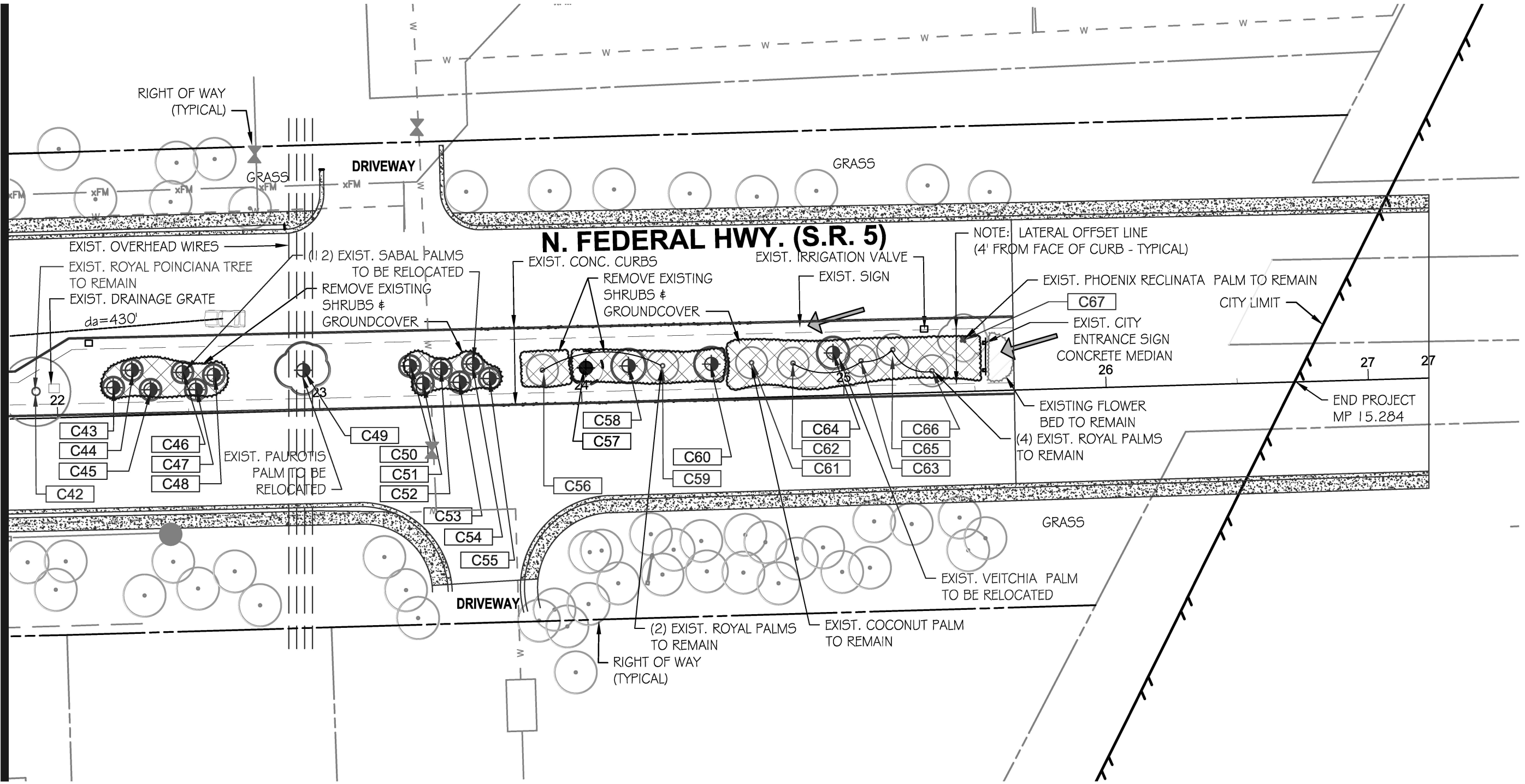
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY TREE DISPOSITION PLAN		SHEET NO. LE-4C
DATE	DESCRIPTION	DATE	DESCRIPTION							

Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807				ROAD NO. 5	COUNTY BROWARD	FINANCIAL PROJECT ID N/A
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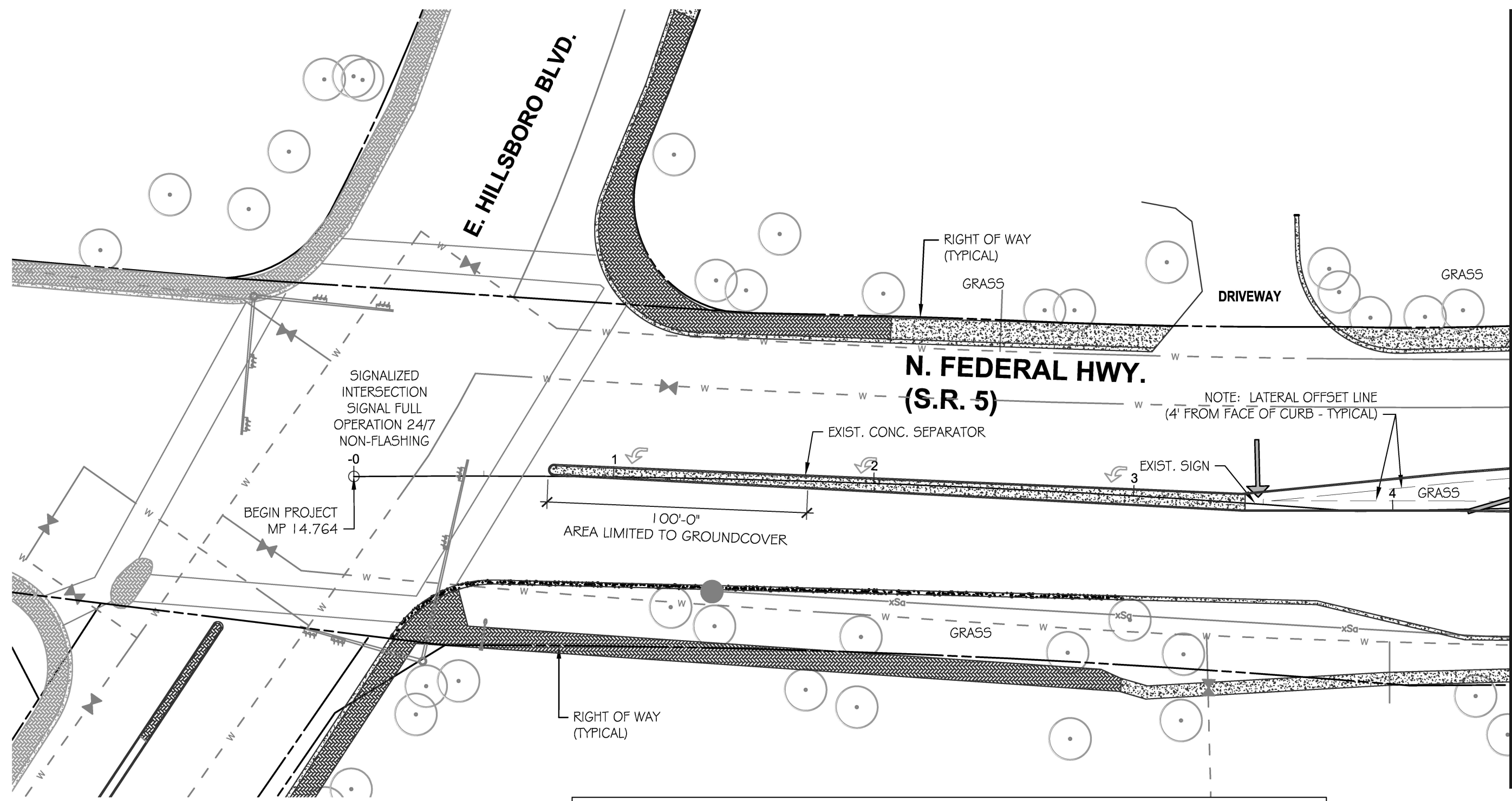
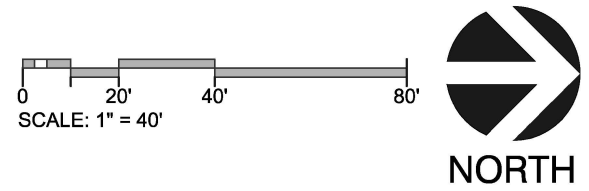
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F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY TREE DISPOSITION PLAN		SHEET NO. LE-5C
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								5	BROWARD	N/A	



NOTE: NO NEW LANDSCAPE IMPROVEMENTS ON THIS SHEET

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY PLANTING PLAN		SHEET NO. L-1C
DATE	DESCRIPTION	DATE	DESCRIPTION							
				  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					5	BROWARD	N/A			



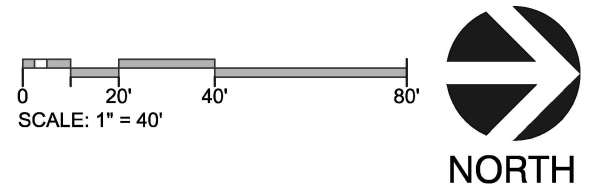
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MATCH LINE SEE SHEET: L-3C



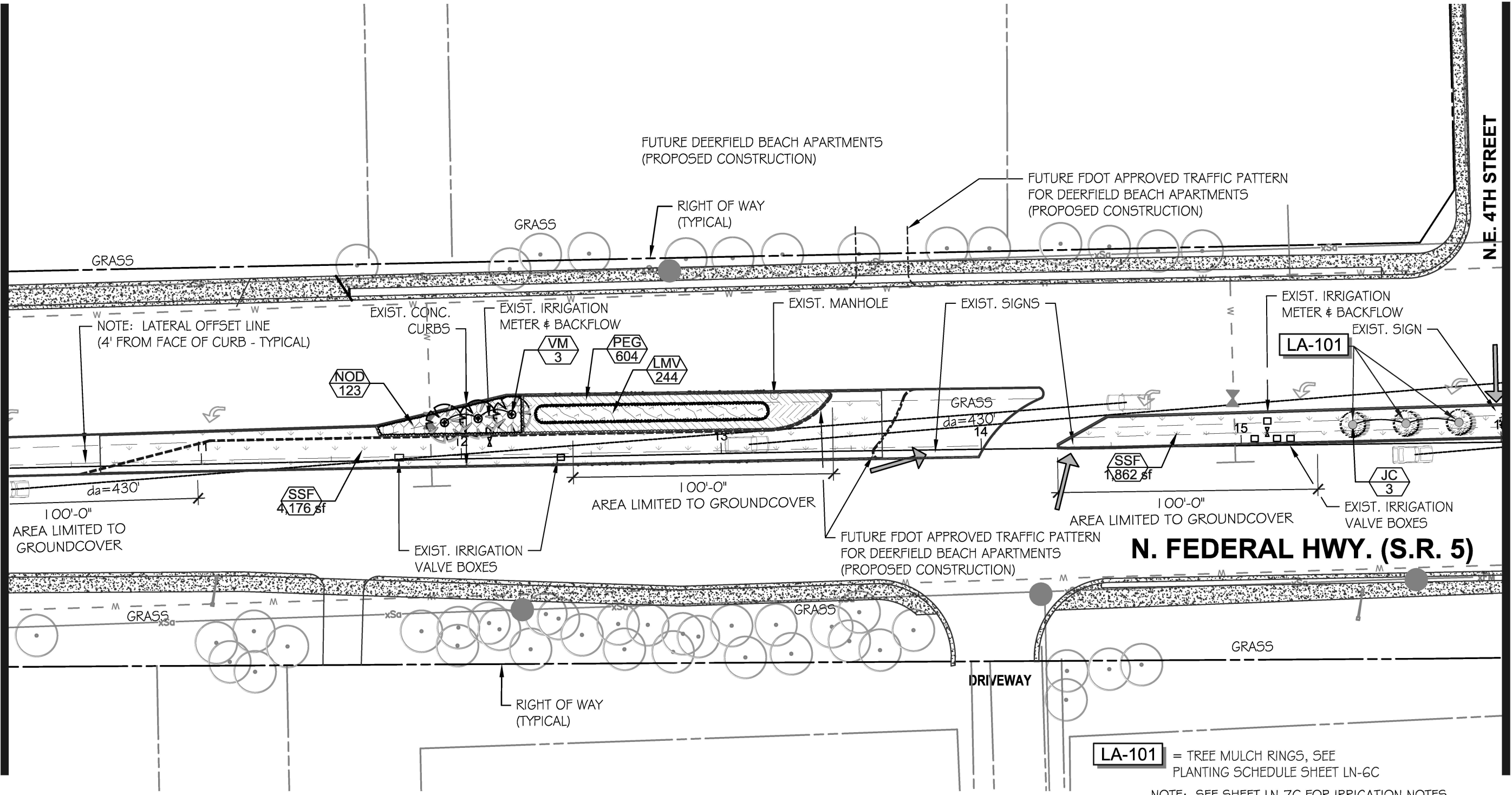
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REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY PLANTING PLAN	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION			Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO.	COUNTY		FINANCIAL PROJECT ID	L-2C
							5	BROWARD		N/A	



MATCH LINE SEE SHEET: L-2C

MATCH LINE SEE SHEET: L-4C



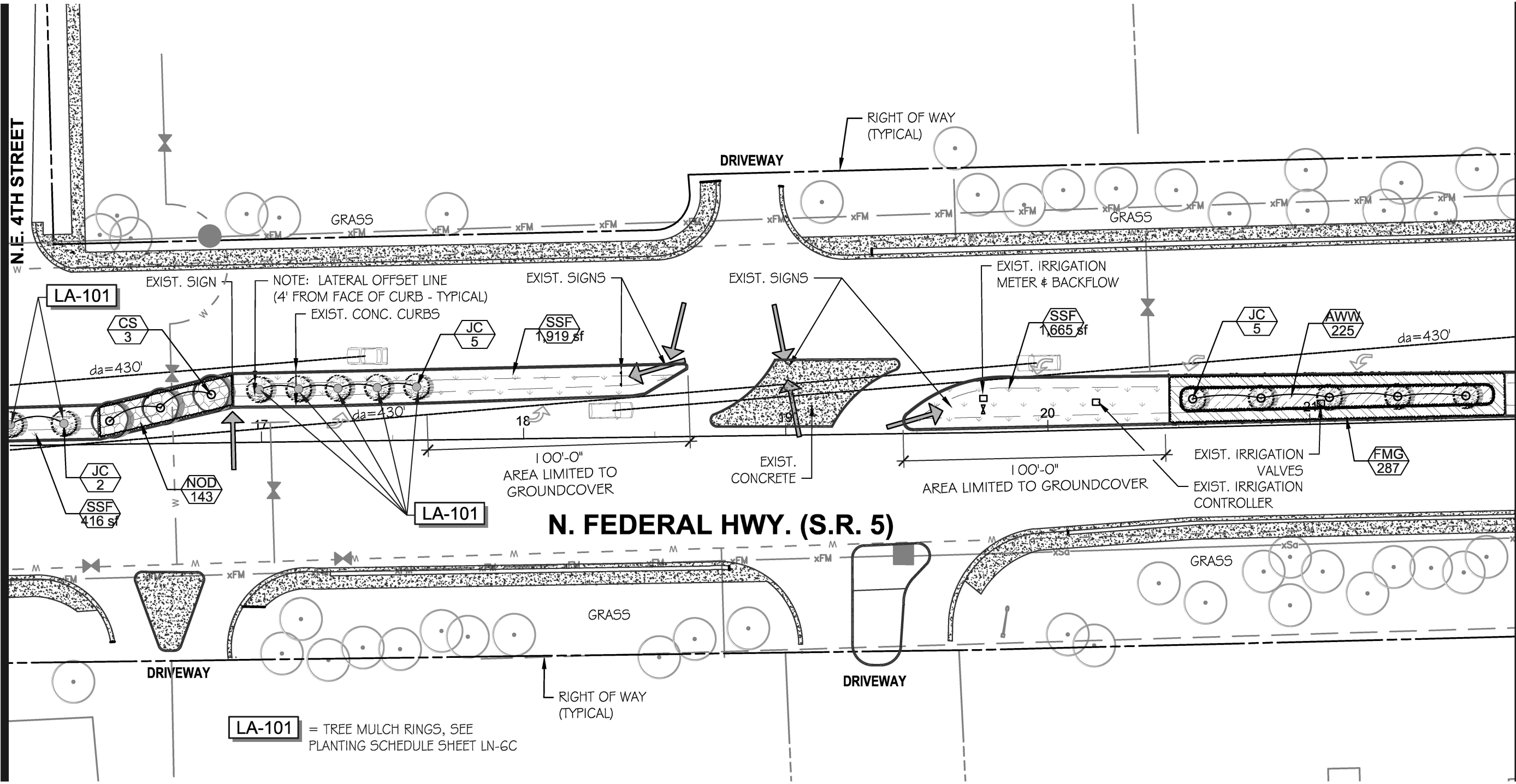
LA-101 = TREE MULCH RINGS, SEE PLANTING SCHEDULE SHEET LN-6C
NOTE: SEE SHEET LN-7C FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY PLANTING PLAN		SHEET NO. L-3C
DATE	DESCRIPTION	DATE	DESCRIPTION							
				Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO. 5	COUNTY BROWARD	FINANCIAL PROJECT ID N/A			

MATCH LINE SEE SHEET: L-3C

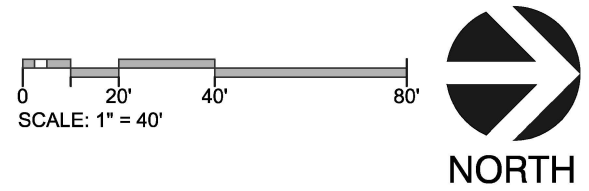
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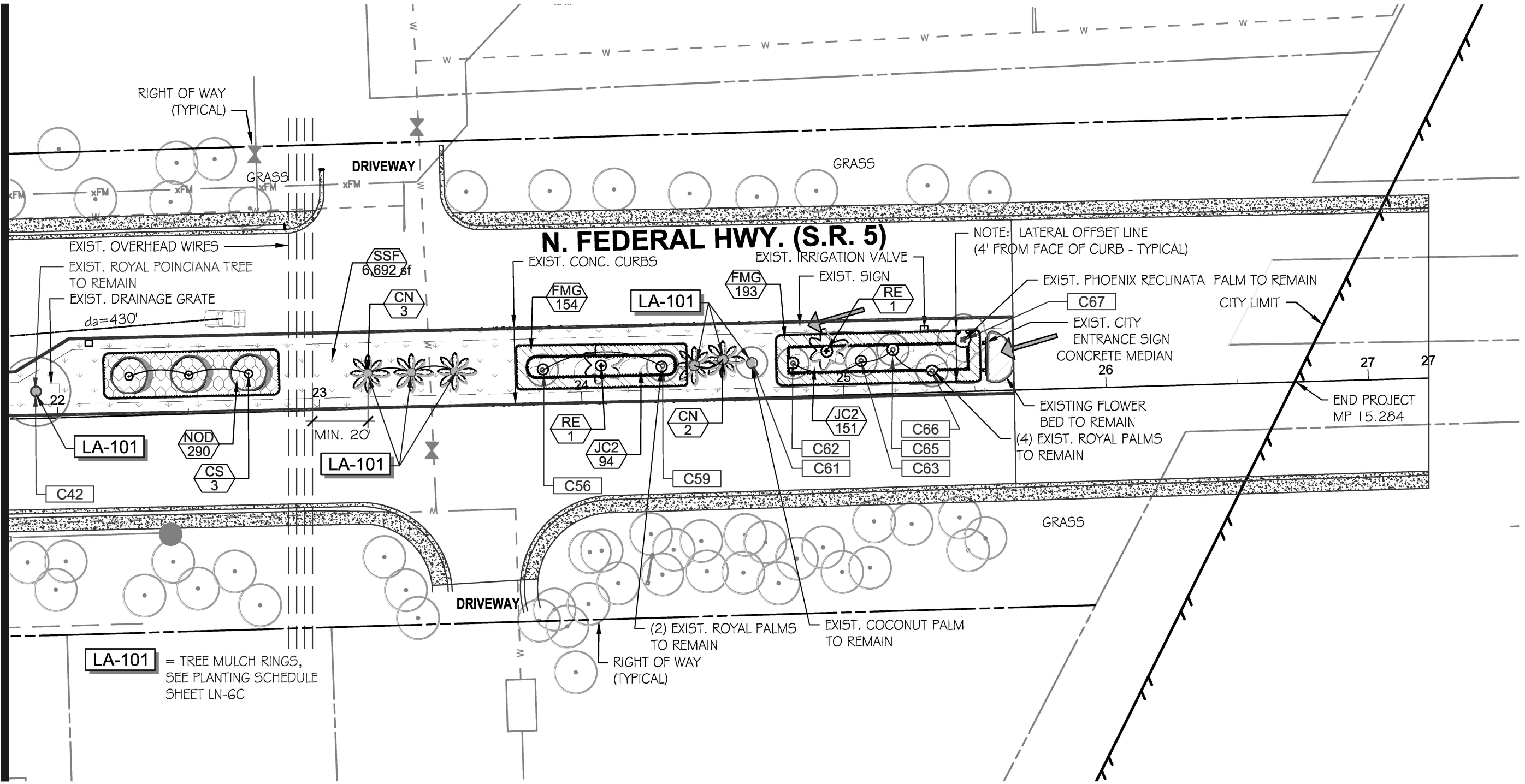
NOTE: SEE SHEET LN-7C FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181 85 Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH		NORTH FEDERAL HIGHWAY PLANTING PLAN		SHEET NO. L-4C
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				5	BROWARD	N/A			



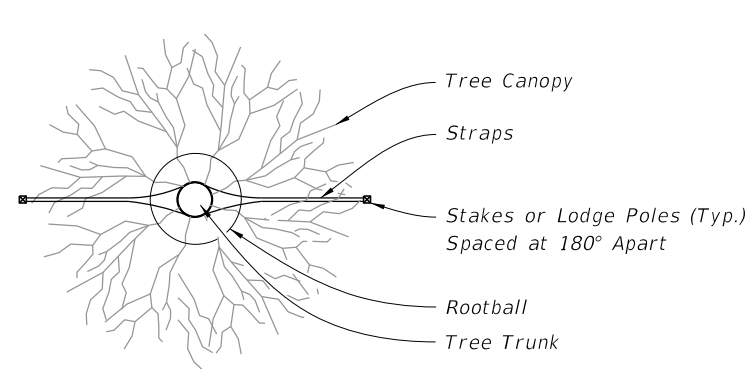
MATCH LINE SEE SHEET: L-4C



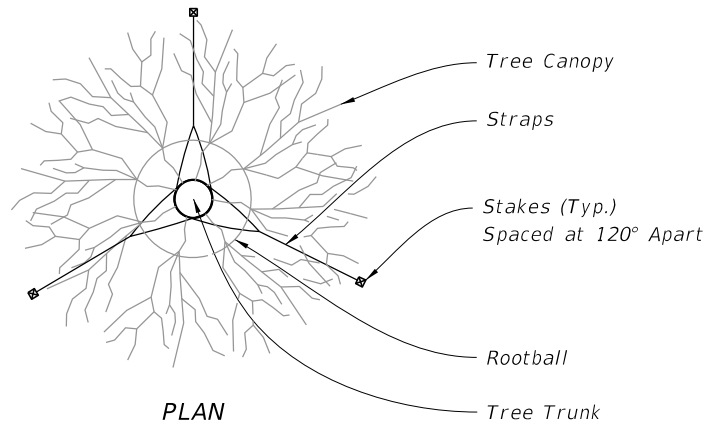
NOTE: SEE SHEET LN-7C FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00013

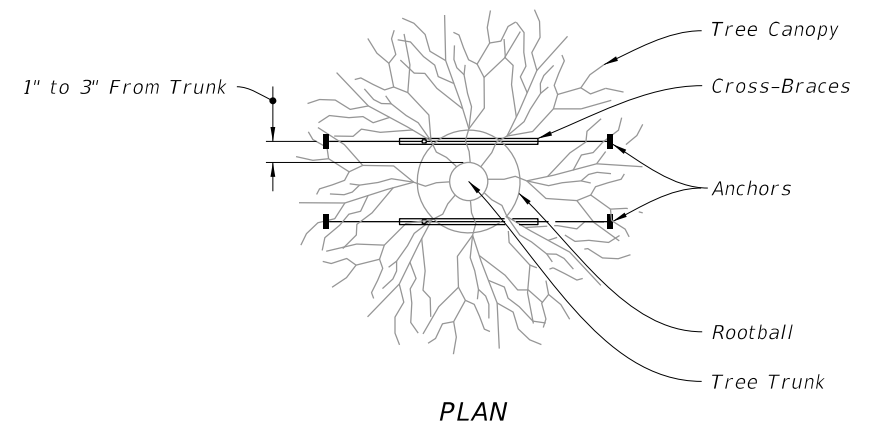
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH MEDIAN - FEDERAL HWY NORTH			NORTH FEDERAL HIGHWAY PLANTING PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION							
					 Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807 ROAD NO. COUNTY FINANCIAL PROJECT ID 5 BROWARD N/A <th>L-5C</th>	L-5C				



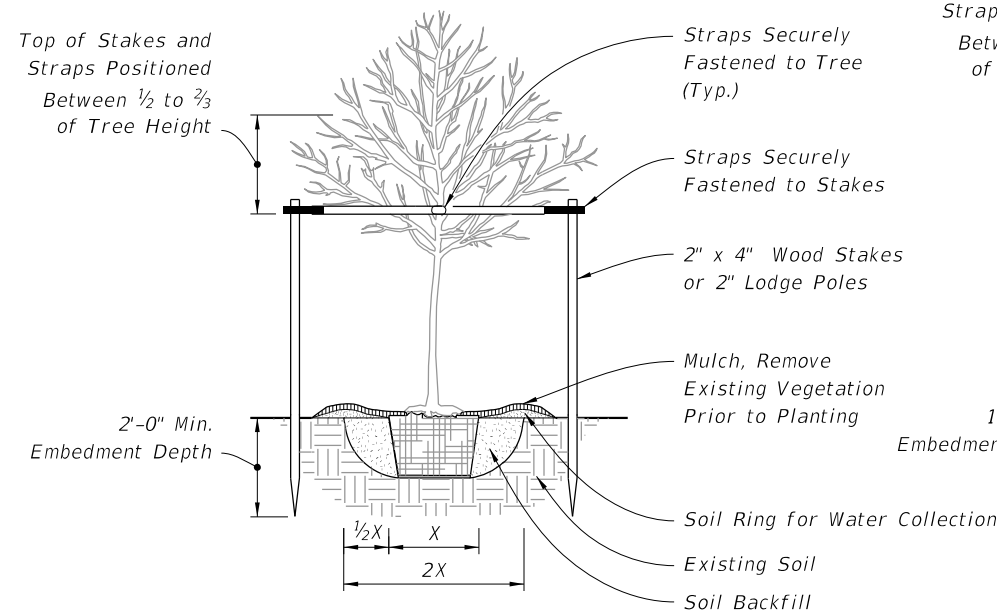
PLAN



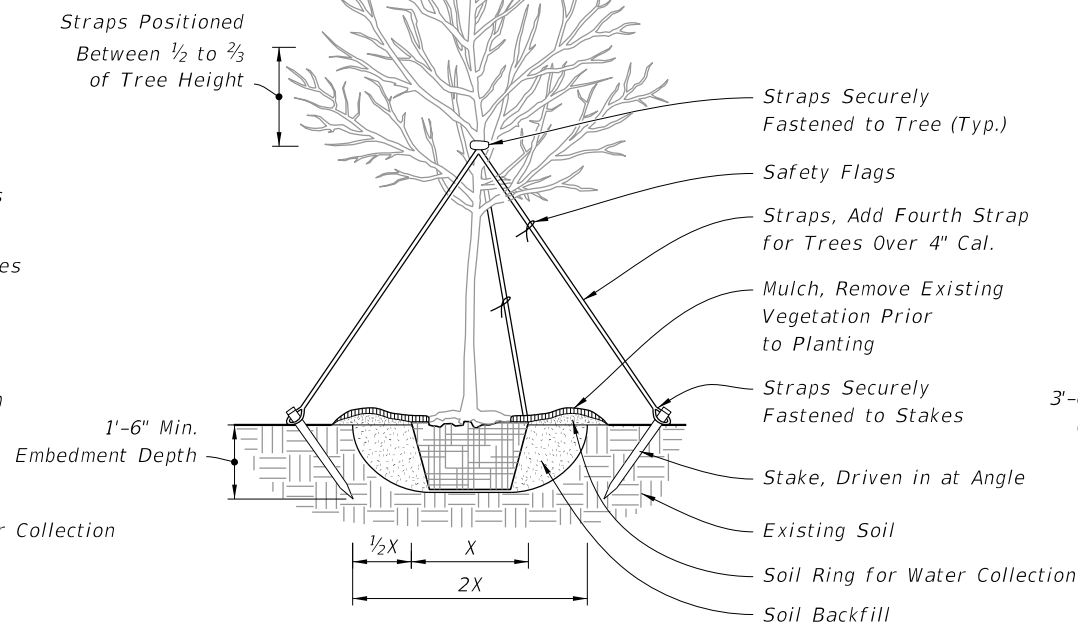
PLAN



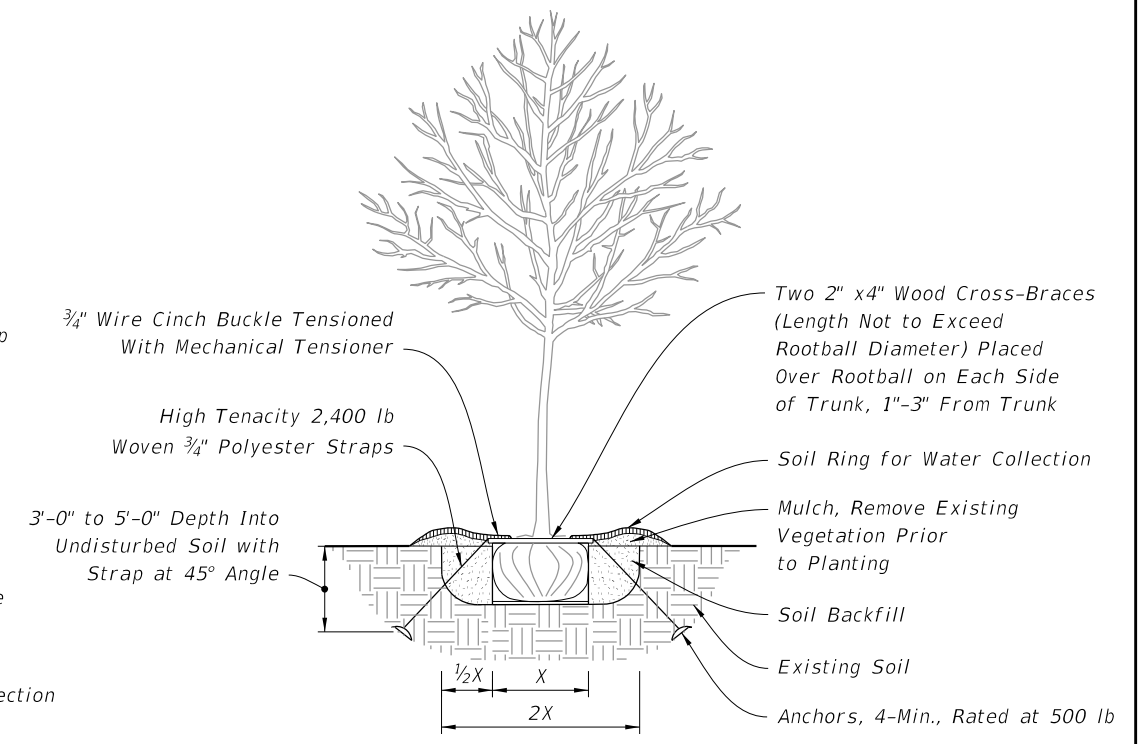
PLAN



ELEVATION



ELEVATION



ELEVATION

UNDER 2 1/2" CALIPER TREE PLANTING

2 1/2" TO 6" CALIPER TREE PLANTING

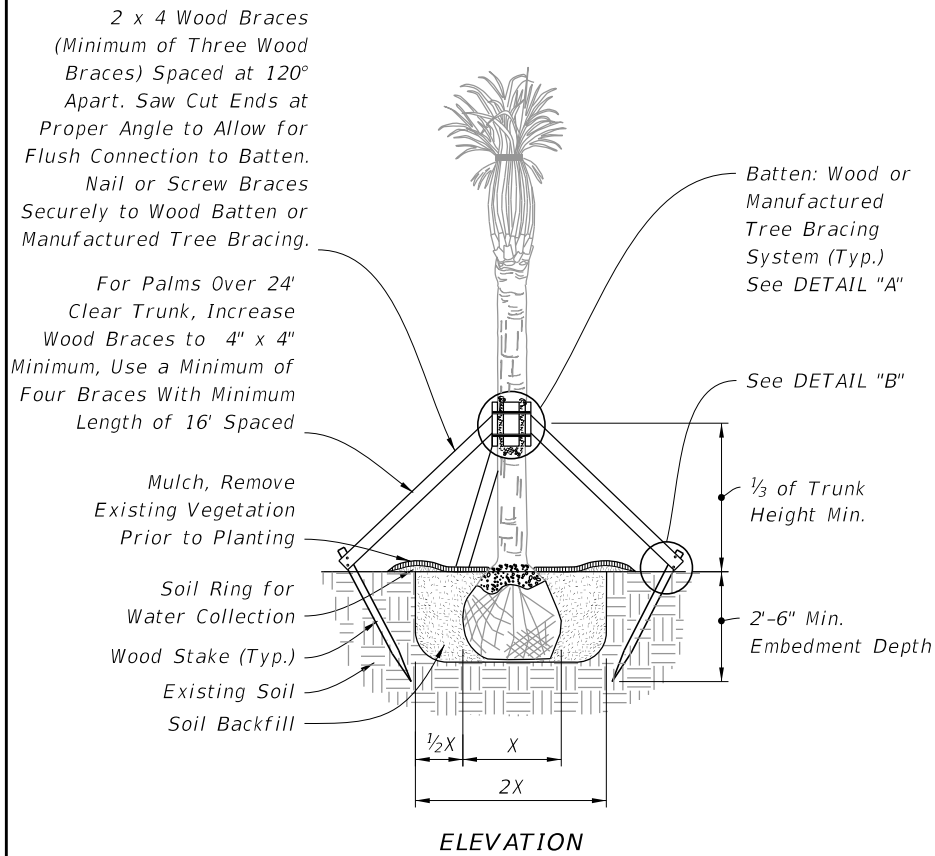
UNDER 4" CALIPER TREE PLANTING WITH UNDERGROUND BRACING

GENERAL NOTES:

1. Staking guidelines are based on standard horticultural requirements and are provided for plant establishment purposes only. Details not intended to apply when bracing is intended to address safety considerations. When bracing for safety, refer to Designer generated signed and sealed details. These guidelines are not intended to apply when the tree or palm is within falling distance of a roadway, pedestrian or bicycle route, under extreme wind loads, non-standard soil properties, non-standard plant dimensions, or when rootball is anticipated to be greater than 4 feet diameter and planted on 1:3 slope or steeper.
2. All dimensions 6" and less are exaggerated for illustrative purposes only. Dimensions shown for wood materials are nominal. Slopes shown are Vertical:Horizontal.
3. Remove plant containers prior to planting. Remove a minimum of the top 1/3 of burlap, fabric, or wire mesh for plants not grown in containers.
4. Allow no more than 1" of soil to cover the uppermost root on all trees. Set the top of rootball 1"-2" above finish grade after settling and set plumb to the horizon.
5. Backfill with loosened existing soil or as shown in the plans. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. Contact the Engineer prior to planting if existing soils contain excessive sand, clay, or other material not conducive to proper plant growth.
6. Construct soil rings at the outer edge of the planting pit with a height of 3" and gently sloping sides unless a permanent, subsurface or drip irrigation system is provided. Do not pile soil on top of rootball.
7. Construct a 3" deep layer of mulch placed 2" off the edge of the trunk flare, around the base of shrub, or solidly around ground cover. Never pile mulch against the tree trunk.
8. Install guying with minimum 1" wide nylon or polypropylene straps with a minimum 600 lb. break strength. Check straps monthly and adjust as required to eliminate girdling of tree. Locate all wood stakes beyond the edge of soil ring in existing soil and embed a minimum of 18" below finished grade unless otherwise specified. Alternate tree bracing and guying systems specified or approved by the Engineer may be used in lieu of the tree bracing and guying methods detailed on the Index.
9. Relocated Trees and Palms: Brace relocated trees and palms in accordance with the Contract Documents. Remove bracing at the conclusion of the contract or as directed by the Engineer. Bracing or straps must not damage or become embedded in the tree bark.
10. Use 2" x 2" minimum wood stakes unless otherwise shown in the Plans or directed by the Engineer. Use wood meeting #2 Common or better in accordance with the Standard Grading Rules for Southern Pine.
11. Drive stakes into existing, undisturbed soil. Localized compaction may be provided to prevent displacement of the stakes for previously disturbed existing soils that do not provide sufficient stability.

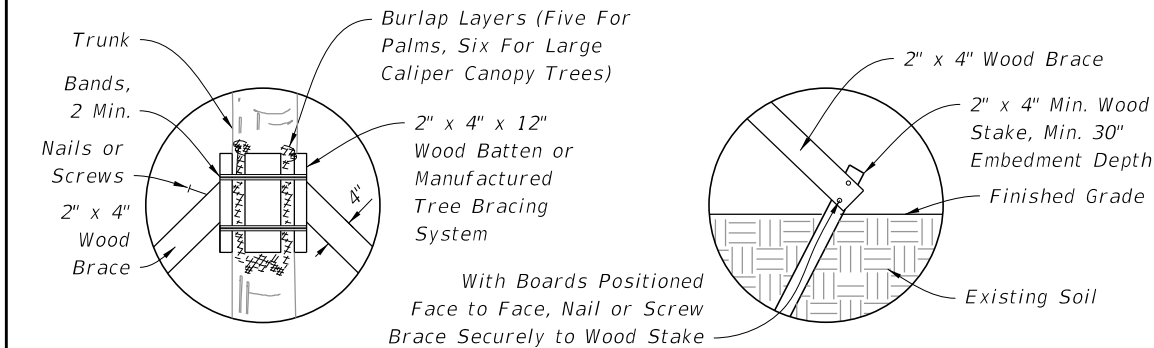
10/6/2022 2:27:59 PM

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	LANDSCAPE INSTALLATION	INDEX 580-001	SHEET 1 of 2 Page 242 of 585
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NOTE: May be used on large caliper canopy trees, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

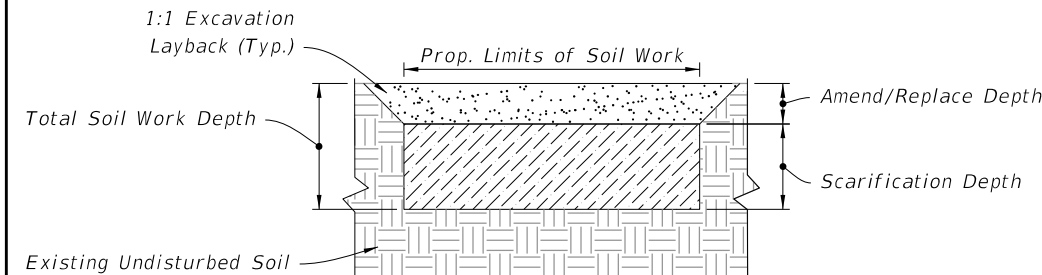
PALM PLANTING



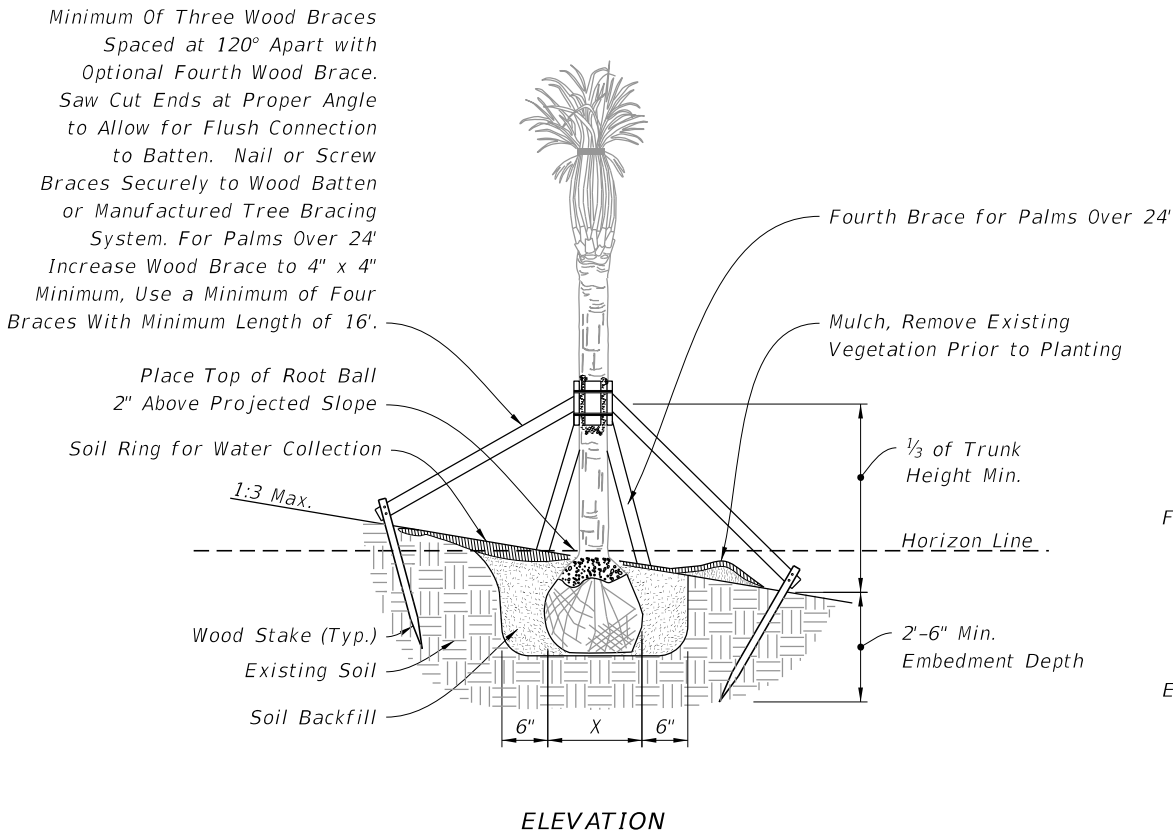
NOTE: Install bands and couplings that are rated a min. 900 lb. tensile strength, and are corrosion and UV resistant.

DETAIL "A"

DETAIL "B"

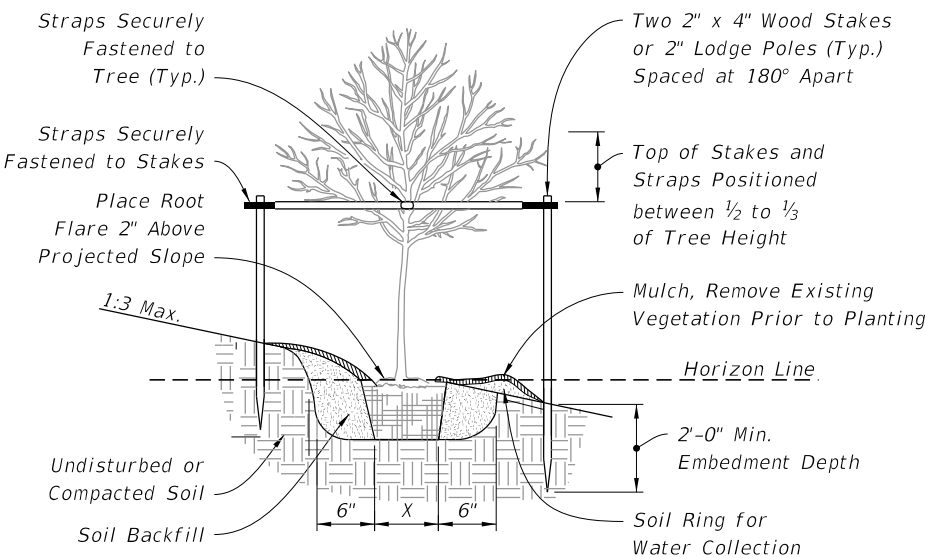


(Typical Section) LANDSCAPE SOIL WORK



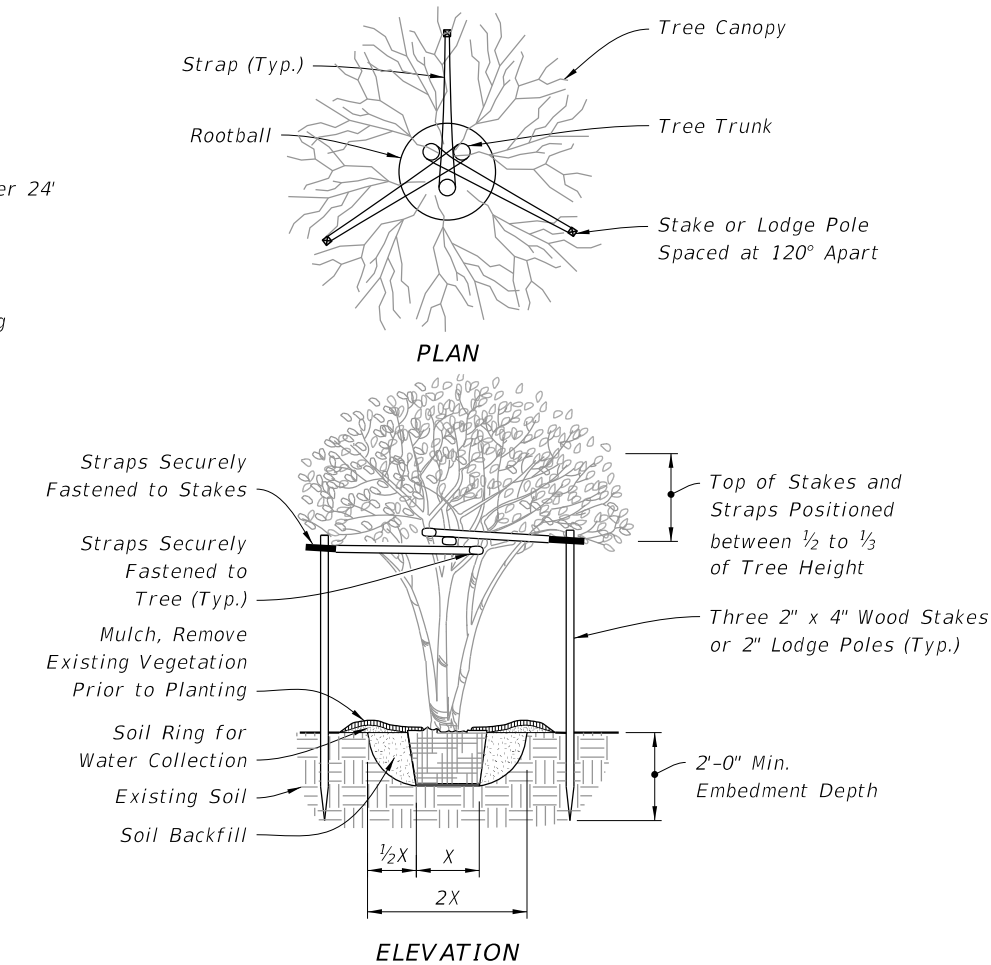
NOTE: May be used on large caliper canopy trees pending slope and rootball width, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

PALM PLANTING ON SLOPE

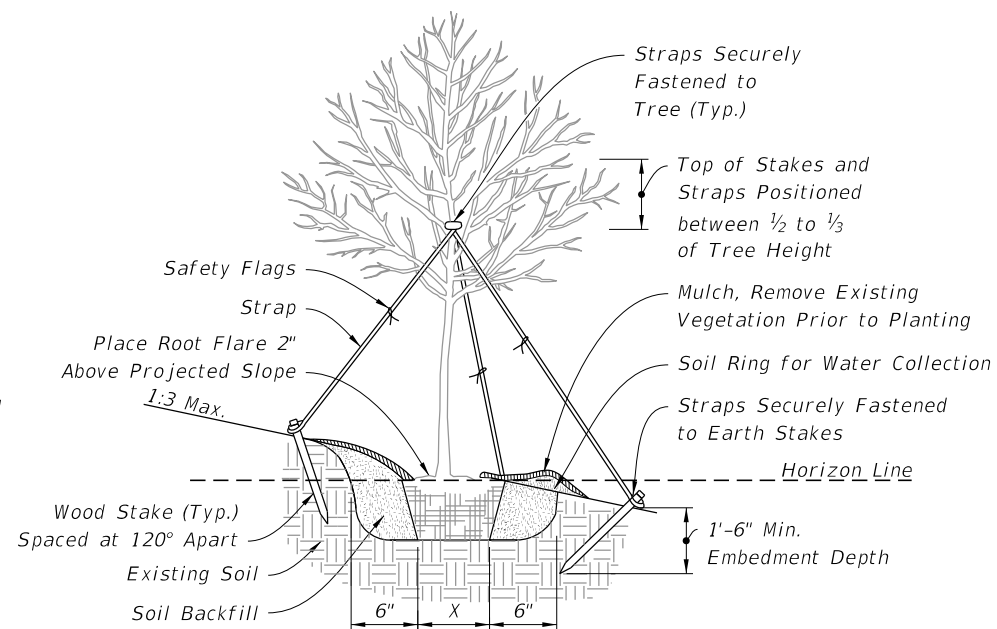


ELEVATION

UNDER 2 1/2" CALIPER TREE PLANTING ON SLOPE



MAX 10' HT. MULTI-TRUNK TREE PLANTING



ELEVATION

2 1/2" TO 6" CALIPER TREE PLANTING ON SLOPE

10/6/2022 2:28:00 PM

LAST REVISION	DESCRIPTION:	FY 2023-24 STANDARD PLANS	LANDSCAPE INSTALLATION	INDEX	SHEET
11/01/19				580-001	2 of 2

SECTION No.: 86020000
STATE ROAD: 5
PERMIT No: 2023-L-491-00013
COUNTY: BROWARD

EXHIBIT C

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached.

(To be provided by City)

SECTION No.: 86120000
 STATE ROAD: 810
 PERMIT No: 2023-L-491-00014
 COUNTY: BROWARD

**AMENDMENT NUMBER ELEVEN (11) TO
 FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
 LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Eleven (11) to the Agreement dated May 6, 2009, made and entered into this _____ day of _____ 20____ by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION** hereinafter called the **DEPARTMENT** and the **CITY OF DEERFIELD BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated May 6, 2009 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including **State Road 810 (Hillsboro Boulevard)**; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on **State Road 810 (Hillsboro Boulevard)** in accordance with the above referenced Agreement; and,

WHEREAS, the AGENCY by Resolution No. _____ dated _____, attached hereto and by this reference made a part hereof as **Exhibit "C"**, desires to enter into this Agreement and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Page 7, Paragraph 8 of the Landscape Inclusive Maintenance Memorandum of Agreement dated May 6, 2009, the AGENCY may construct additional landscape improvements or modify an improvement located as indicated in **Exhibit "A", State Road 810 (Hillsboro Boulevard)** from MP 2.041 to MP 3.092. The landscape improvements include trees, shrubs, irrigation, and brick pavers in the medians, in accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY agrees to maintain the additional landscape improvements described above in accordance with Part I of the Maintenance Plan (Exhibit "E") of the original agreement and as follows:

PART II. Specific Project Site Maintenance Requirements and Recommendations:

- A. The design intent of this project is to provide some upgrades to the existing landscaping in these medians by removing/relocating some of the existing trees,

palms, and plant materials that are doing poorly and installing new landscape material in the medians as requested by the City of Deerfield Beach staff. Part of the design intent is to remove some of the existing pavers in the medians and introduce new plant materials in these areas where feasible and appropriate.

- B. Canopy Trees are intended to be maintained at their normal mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
- C. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees on a quarterly basis.
- D. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- E. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- F. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
- G. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 6" to 12" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
- H. The groundcover and shrub vertical growth shall be maintained as follows:
 - a. The seasonal annuals (flowers), and the Variegated Liriope must be maintained at a maximum height of 18" since it is located in restricted sight distance areas.
 - b. The Pink Muhly Grass, 'Petra' Crotons, and Dwarf Pink Oleander do not have to be pruned or trimmed back. They are located in areas that do not have sight distance restrictions, and therefore can be left natural, with occasional pruning if deemed necessary by the maintaining agency.
 - c. Likewise, the 'Green Island' Ficus, Gold Mound, and 'Nora Grant' Ixora are located in areas that do not have sight distance restrictions, and therefore can be left natural. However, they may be selectively pruned back periodically to keep them at a maintained height of about 24" to 36", if deemed necessary by the maintaining agency.
 - d. The remaining Spanish Stopper shrubs are meant to be a screening hedge for the existing irrigation equipment and to match some existing hedges to remain. These shrubs shall be maintained at a 5' to 6' height.

- I. Inspect groundcovers and shrubs on a quarterly basis for maintaining full ground coverage.
- J. Evaluate plant material on a quarterly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
- K. Concrete pavers shall be inspected on a six-month basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a six-month basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a six-month basis to keep those areas free of weeds.
- L. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

- Exhibit A - Landscape Improvements Maintenance Boundaries
- Exhibit B - Landscape Improvement Plans
- Exhibit C - Resolution

In Witness whereof, the parties hereto have executed with this Amendment effective the day and year first written above.

CITY OF DEERFIELD BEACH

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
City Clerk

Legal Approval: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION No.: 86120000
STATE ROAD: 810
PERMIT No: 2023-L-491-00014
COUNTY: BROWARD

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

**I. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR
STATE ROAD 810:**

State Road 810 (Hillsboro Boulevard) from M.P. 2.000 (The Florida Turnpike) to
M.P. 7.823 (SR A1A)

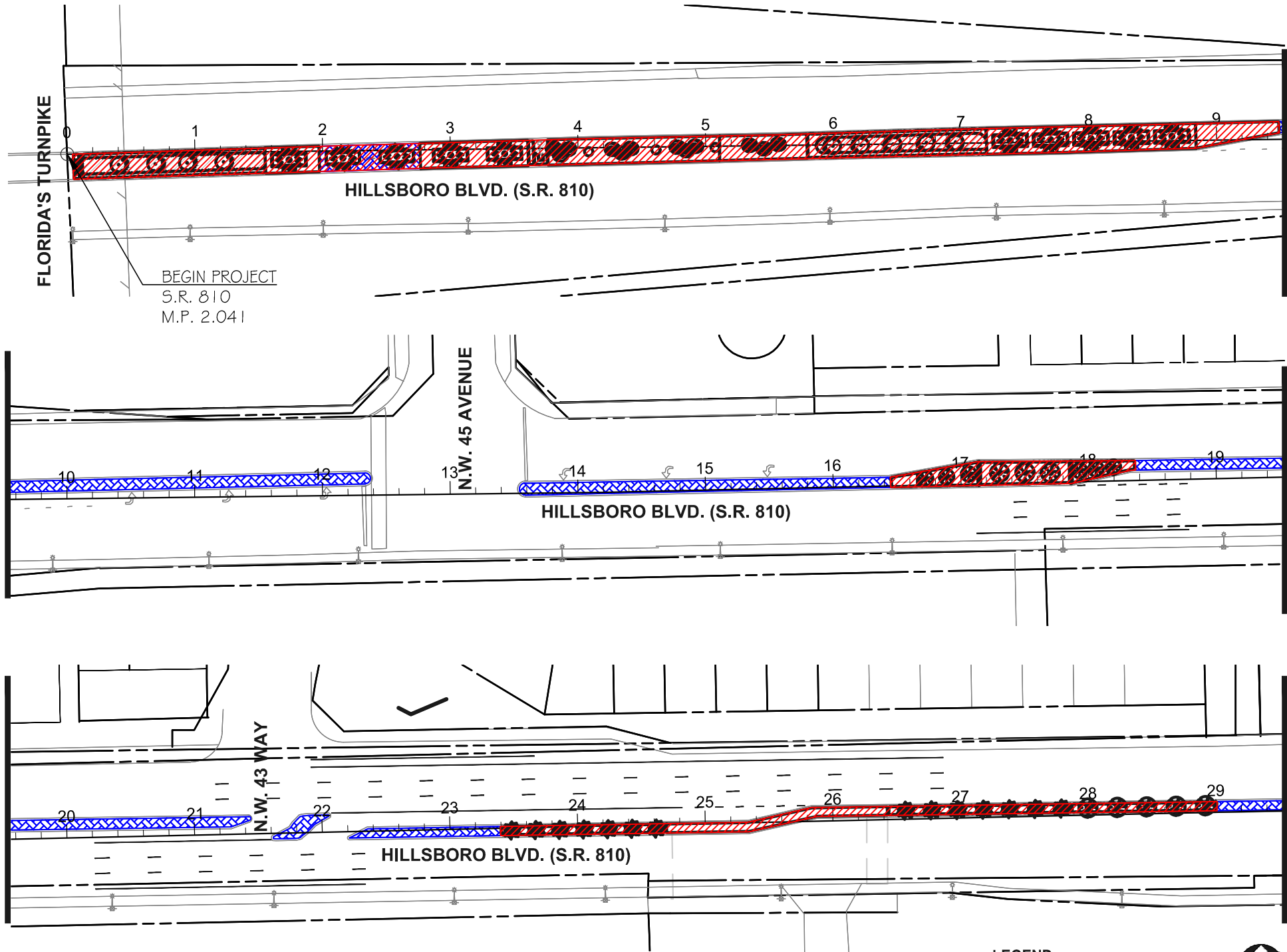
II. LANDSCAPE MAINTENANCE LIMITS FOR THIS PROJECT:

State Road 810 (Hillsboro Boulevard) from M.P. 2.041 (The Florida Turnpike) to
M.P. 3.092 (N. Powerline Road)

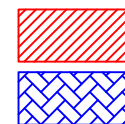
III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP:

Please See Attached

*All limits of the original agreement and amendments shall apply



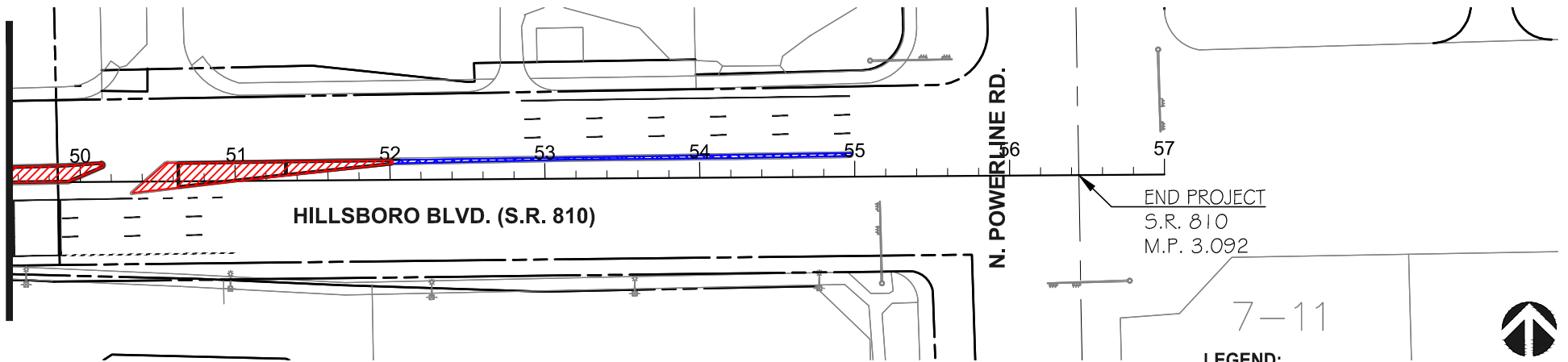
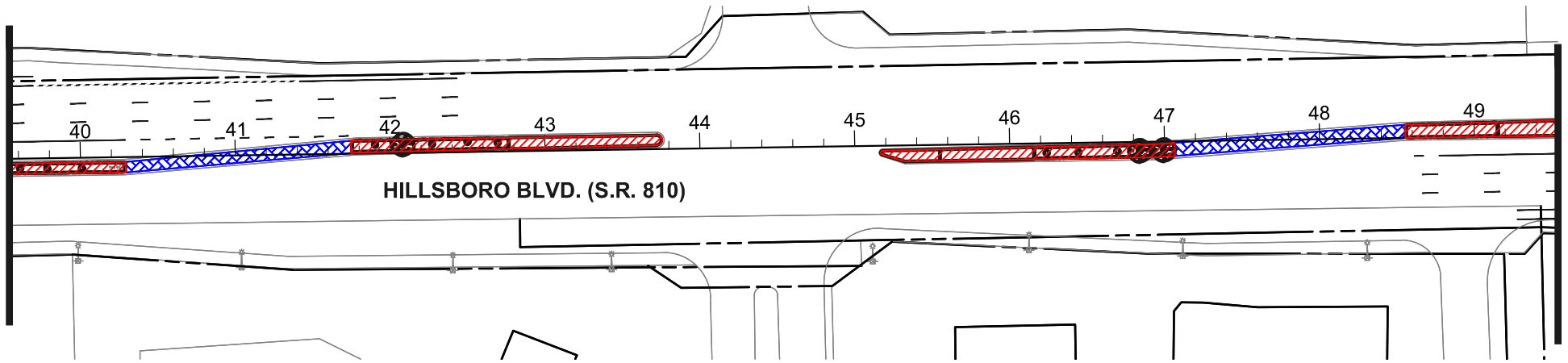
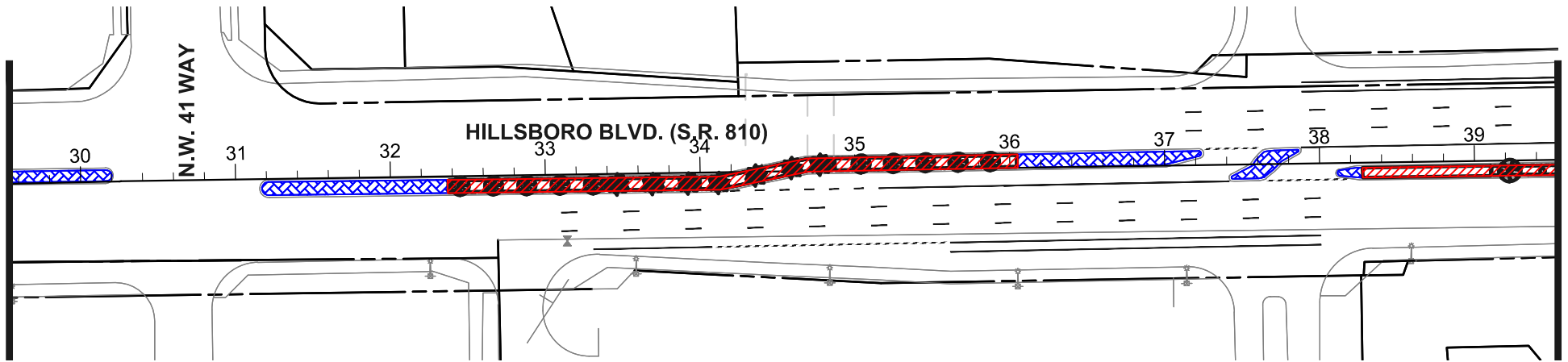
LEGEND:



LIMITS OF MAINTENANCE
BY CITY OF DEERFIELD BEACH

EXISTING HARDSCAPE MAINTENANCE PER
INCLUSIVE MMOA AMEND #4 DATED 9/8/2015





SECTION No.: 86120000
STATE ROAD: 810
PERMIT No: 2023-L-491-00014
COUNTY: BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Calvin, Giordano & Associates, Inc
Michael Conner, PLA

Dated: December 19, 2023

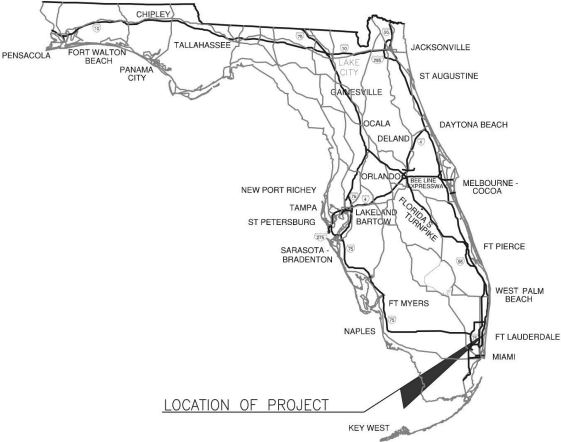
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

PERMIT PLANS

FINANCIAL PROJECT ID: N/A
(LOCAL FUNDS)
BROWARD COUNTY SECTION (#XXXXXXX)
STATE ROAD NO. 810

LANDSCAPE PLANS

HILLSBORO BLVD. FROM FL TURNPIKE TO N. POWERLINE RD.



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
1A	COVERSHEET
2A	WEST HILLSBORO BLVD. AERIAL LOCATION MAP
LN-2A	WEST HILLSBORO BLVD. GENERAL NOTES
LN-3A - LN-4A	WEST HILLSBORO BLVD. EXISTING TREE DATA
LN-5A - LN-7A	WEST HILLSBORO BLVD. PLANTING SCHEDULE
LN-8A	WEST HILLSBORO BLVD. IRRIGATION NOTES
LE-1A - LE-10A	WEST HILLSBORO BLVD. TREE DISPOSITION
L-1A - L-10A	WEST HILLSBORO BLVD. PLANTING PLAN
IR-1A - L-9A	WEST HILLSBORO BLVD. PLANTING PLAN & sCHEDULES
IR-10A - IR-14A	WEST HILLSBORO BLVD. IRRIGATION DETAILS

FDOT INDEX	SHEET	SHEET DESCRIPTION
580-001	1	LANDSCAPE INSTALLATION
580-001	2	LANDSCAPE INSTALLATION

GOVERNING DESIGN STANDARDS:

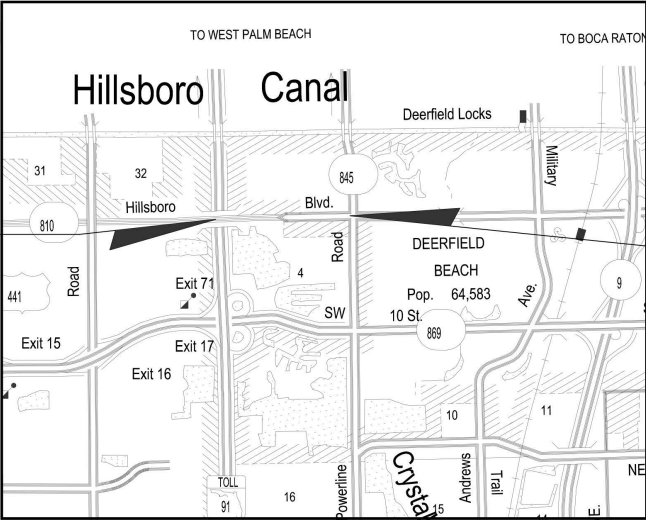
Florida Department of Transportation, STANDARD PLANS - FY 2023-24
and applicable Interim Revisions at the following website:
[HTTP://WWW.FDOT.GOV/DESIGN/STANDARDPLANS](http://www.fdot.gov/design/standardplans)

S.R. 810 DESIGN SPEED: 45MPH

MAINTAINING AGENCY: CITY OF DEERFIELD BEACH

Contact: Mike Pursell

CITY OF DEERFIELD BEACH - LANDSCAPING DEPARTMENT
150 NE 2nd Avenue
Deerfield Beach, Florida 33441-3506
954-480-4210



BEGIN PROJECT
S.R. 810
STA. 00+00
M.P. 2.041

END PROJECT
S.R. 810
STA. 56+44.66
M.P. 3.092

PLANS PREPARED BY:



Calvin, Giordano & Associates, Inc.
A SAFENET COMPANY

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8807

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PERMIT APPROVAL SET - NOT FOR CONSTRUCTION

KEY SHEET REVISIONS	
DATE	DESCRIPTION

LANDSCAPE PLANS
ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A.

R.L.A. NO.: LICENSE No.1181

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

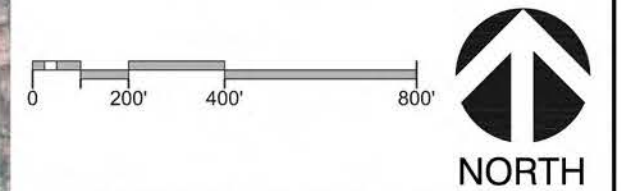
FISCAL
YEAR

2023

SHEET
NO.

1A

FDOT PROJECT MANAGER: DAVID LOCKMILLER, RLA (FDOT DISTRICT IV LANDSCAPE CONSULTANT)



F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00014 S.R. 870 DESIGN SPEED: 45MPH										11/15/2023	
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. AERIAL LOCATION MAP		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			2A
						810	BROWARD	N/A			

GENERAL NOTES:

1. STATE LAW MANDATES CONTACTING "SUNSHINE STATE ONE-CALL OF FLORIDA, INC." AT 811 OR 1-800-432-4770, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. CONTRACTOR SHALL VIDEO TAPE WORK AREAS BEFORE (WORK COMMENCES) TO IDENTIFY EXISTING CONDITIONS, IF CEI NOT PRESENT ON PROJECT. DAMAGES TO CURBS AND ASPHALT DURING CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED BY CONTRACTOR TO THE SATISFACTION OF FDOT, THESE REPAIRS OR REPLACEMENTS BY CONTRACTOR SHALL BE AT HIS SOLE EXPENSE.
3. CONTRACTOR(S) MUST OBTAIN FDOT PERMITS, AND SEPARATE LANDSCAPE, IRRIGATION & TREE RELOCATION/REMOVAL PERMITS FROM THE GOVERNING AGENCIES, AS REQUIRED.
4. LANDSCAPE CONTRACTOR MUST CALL THE LANDSCAPE INSPECTOR WITH THE CITY OF DEERFIELD BEACH TO SCHEDULE A PRE CONSTRUCTION MEETING, ALONG WITH THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO ANY SITE PREPARATION.
5. ALL CLEARING, GRUBBING, EXCAVATION, FILL AND DISPOSAL OF ALL CONSTRUCTION MATERIAL IS INCIDENTAL TO WORK, AND SHALL BE INCLUDED IN THE CONTRACT.
6. CONTRACTOR SHALL CONTACT FDOT 'OPERATIONS' FOR DIRECTION AS TO THE DISPOSAL OF EXCAVATED FILL, BROWARD OPERATIONS.
7. CONTRACTOR SHALL MAINTAIN CLEAR SIGHT AT MEDIAN OPENINGS FOR VEHICLES TURNING ACROSS ONCOMING TRAFFIC, AS DEFINED PER FDOT INDEX 546, EXCEPT WHERE SIGNALIZED INTERSECTIONS THAT DO NOT GO FLASHING.
8. CONTRACTOR SHALL MAINTAIN A HORIZONTAL CLEAR ZONE, AS DEFINED PER F.D.O.T. PPM VOL. I, CHAPTER 4.
9. CONTRACTOR SHALL INSURE THAT NO SIGNS WILL BE BLOCKED DURING NEW MEDIAN PLANTING, AND THAT NO PLANT MATERIAL WILL BE BLOCKING ANY SIGN.

FDOT IRRIGATION NOTES:

1. THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
2. FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO THE WATER SOURCE.
3. THE CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

ADDITIONAL IRRIGATION NOTES:

1. EXISTING IRRIGATION SHALL BE MODIFIED/REPAIRED IN ALL LANDSCAPE AREAS AFFECTED BY THESE PLANTING PLANS.
2. REFER TO SHEET LN-8A FOR ADDITIONAL NOTES.

FDOT GENERAL NOTES

1. GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website:
<https://www.fdot.gov/design/standardplans>
2. GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website:
<https://www.fdot.gov/programmanagement/implemented/specbooks>
3. Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
4. Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
5. Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the FDOT Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY

- BE ADVISED THAT UNDERGROUND UTILITIES SHOWN ON PLANS ARE APPROXIMATIONS, AND MAY NOT REFLECT ALL EXISTING UNDERGROUND UTILITIES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALL 811 OR 1-800-432-4770 (SUNSHINE STATE ONE CALL) A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION, AS PER CHAPTER 556 OF THE FLORIDA STATUTES.

CALL 48 HOURS BEFORE
YOU DIG IN FLORIDA, ITS THE LAW!

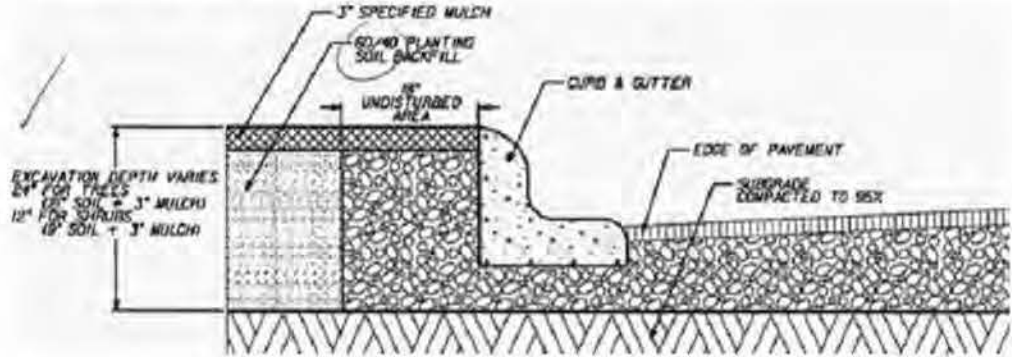
811 or 1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.



FDOT PLANTING NOTES:

1. For the portion of landscape plant material that will be installed within the fdot right of way, landscape installation shall comply with current applicable FDOT Maintenance Specification 580. Online reference: [ssm5800000wd- 722-117992. pdf \(windows. net\)](https://www.fdot.gov/design/standardplans/2023/idx/580-001.pdf)
2. For the portion of landscape plant material that will be installed within the FDOT right of way refer to the FDOT standard plans index 580-001 landscape installation. Online reference: <https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf?>
3. It is recommended to verify the existing soil conditions for the medians to be planted prior to finalizing the construction documents. If the existing sub-grade is compacted road base, it is recommended to specify replacing with planting soil, as follows:
 - a. Contractor shall preserve a continuous band of undisturbed compacted sub-base 18" from the back of curb (see detail below).
 - b. The contractor shall insure that all unsuitable soil including concrete, pavement, road base, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil, e.g., 60% sand and 40% muck.
 - c. Areas to be planted with shrubs and/or ground covers: remove compacted soil to a depth of 12" and replace with specified planting soil. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch and 1" clear from top of curb.
 - d. Planting pits for trees and palms: remove compacted soil within the area of each planting pit to a depth of 24" from the top of curb. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch, and 1" clear from top of curb.



4. Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.
5. Sodded areas will be in accordance with Standard Plans Index 570-010 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

S.R. 870 DESIGN SPEED: 45MPH

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No 1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. GENERAL NOTES	SHEET NO. LN-2A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				 Colvin, Gloriano & Associates, Inc. a Professional Corporation 10000 W. US HWY 1, SUITE 200, DEERFIELD BEACH, FL 33442 (561) 883-1111 • FAX (561) 883-1112	810	BROWARD	N/A		

TREE NO.	COMMON NAME	BOTANICAL NAME	NATIVE	DBH (in)	CANOPY AREA (Sq Ft)	TO BE REMOVED	TO REMAIN	TO BE RELOCATED	STATION	OFFSET	HEIGHT (Ft)	Notes
STATIONS AND OFFSETS TAKEN FROM BASELINE SHOWN ON PLANTING PLANS												
A01	Royal Palm	Roystonea regia	X	18.0"	254		X		0+19.63	10.96 R	30'	Good
A02	Royal Palm	Roystonea regia	X	18.0"	254		X		0+32.87	8.53 R	28'	Good
A03	Royal Palm	Roystonea regia	X	16.0"	201		X		0+48.25	8.56 R	24'	Good
A04	Royal Palm	Roystonea regia	X	18.0"	254		X		0+61.50	8.86 R	35'	Good
A05	Royal Palm	Roystonea regia	X	16.0"	201		X		0+76.26	8.94 R	24'	Fair
A06	Royal Palm	Roystonea regia	X	18.0"	254		X		0+87.19	8.69 R	35'	Good
A07	Royal Palm	Roystonea regia	X	18.0"	254		X		1+00.24	8.53 R	30'	Good
A08	Royal Palm	Roystonea regia	X	16.0"	201		X		1+14.80	7.85 R	24'	Good
A09	Royal Palm	Roystonea regia	X	18.0"	254		X		1+28.93	7.50 R	35'	Good
A10	Royal Palm	Roystonea regia	X	18.0"	254		X		1+38.72	11.37 R	30'	Fair
A11	Royal Palm	Roystonea regia	X	16.0"	201		X		1+49.33	7.27 R	24'	Good
A12	Royal Palm	Roystonea regia	X	18.0"	254			X	1+69.82	6.40 R	30'	Fair
A13	Live Oak	Quercus virginiana	X	12.0"	452		X		4+08.36	3.22 R	24'	Fair
A14	Live Oak	Quercus virginiana	X	14.0"	707		X		4+60.67	2.35 R	30'	Good
A15	Live Oak	Quercus virginiana	X	12.0"	707		X		5+07.52	0.94 R	30'	Fair
A16	Royal Palm	Roystonea regia	X	18.0"	254		X		5+89.93	1.94 R	40'	Good
A17	Royal Palm	Roystonea regia	X	18.0"	254		X		6+09.26	1.78 R	35'	Fair
A18	Royal Palm	Roystonea regia	X	18.0"	201		X		6+17.47	-6.23 L	30'	Good
A19	Royal Palm	Roystonea regia	X	18.0"	254		X		6+34.03	1.63 R	35'	Good
A20	Royal Palm	Roystonea regia	X	18.0"	201		X		6+53.86	-3.69 L	30'	Fair
A21	Royal Palm	Roystonea regia	X	18.0"	254		X		6+60.11	2.39 R	35'	Good
A22	Royal Palm	Roystonea regia	X	18.0"	254		X		6+66.75	-3.39 L	35'	Good
A23	Royal Palm	Roystonea regia	X	18.0"	254		X		6+80.92	-0.29 L	32'	Fair
A24	Royal Palm	Roystonea regia	X	18.0"	254		X		7+09.36	-1.99 L	35'	Good
A25	Queen Crape Myrtle	Lagerstroemia speciosa		8.0"	79	X			8+08.54	3.29 R	10'	Poor, Multi-Stem
A26	Veitchia Palm	Veitchia Sp.		4.0"	50			X	16+49.09	-1.83 L	35'	Fair, Curved Trunk
A27	Veitchia Palm	Veitchia Sp.		4.0"	50			X	16+74.30	-3.145 L	32'	Good, Slight Curve
A28	Veitchia Palm	Veitchia Sp.		4.0"	50			X	16+93.32	-1.31 L	20'	Fair, Triple
A29	Veitchia Palm	Veitchia Sp.		4.0"	50			X	16.+96.99	-7.57 L	35'	Good, Curved Trunk
A30	Veitchia Palm	Veitchia Sp.		4.0"	50			X	17+89.19	-1.83 L	35'	Good, Slight Lean
NOTE: ALL PALMS AND TREES TO BE RELOCATED TO NEARBY CITY PARKS OR PUBLIC LANDS. CONTRACTOR SHALL COORDINATE LOCATIONS AND SCHEDULING OF WORK WITH CITY'S REPRESENTATIVE.												
F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00014 S.R. 870 DESIGN SPEED: 45MPH												
REVISIONS					LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181			DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. EXISTING TREE DATA	
DATE	DESCRIPTION		DATE	DESCRIPTION		Calvin, Giordano & Associates, Inc. A SAFEBUILT COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.923.7781 • Fax: 954.923.8807			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
									810	BROWARD	N/A	LN-3A

TREE NO.	COMMON NAME	BOTANICAL NAME	NATIVE	DBH (in)	CANOPY AREA (Sq Ft)	TO BE REMOVED	TO REMAIN	TO BE RELOCATED	STATION	OFFSET	HEIGHT (Ft)	Notes
STATIONS AND OFFSETS TAKEN FROM BASELINE SHOWN ON PLANTING PLANS												
A31	Veitchia Palm	Veitchia Sp.		4.0"	50			X	17+94.91	-7.75 L	16'	Good, Slight Lean
A32	Veitchia Palm	Veitchia Sp.		4.0"	50			X	18+08.26	-6.02 L	32'	Fair, Slight Curve
A33	Veitchia Palm	Veitchia Sp.		4.0"	50			X	18+24.13	-10.61 L	32'	Good
A34	Stump	Unkown		4.0"					17+20.13	-10.34 L	20'	Dead
A35	Crape Myrtle	Lagerstroemia indica		Multi	154	X			17+35.57	-8.31 L	20'	Fair
A36	Crape Myrtle	Lagerstroemia indica		Multi	154	X			17+52.12	-7.84 L	22'	Fair, Narrowing of Trunk
A37	Crape Myrtle	Lagerstroemia indica		Multi	154	X			17+67.99	-7.68 L	22'	Fair
A38	Veitchia Palm	Veitchia Sp.		4.0"	50		X		39+43.57	6.83 R	20'	Good
A39	Veitchia Palm	Veitchia Sp.		4.0"	50		X		39+60.88	6.39 R	18'	Good
A40	Veitchia Palm	Veitchia Sp.		4.0"	50		X		39+78.28	6.78 R	22'	Good
A41	Veitchia Palm	Veitchia Sp.		4.0"	50		X		40+00.66	7.00 R	20'	Good
A42	Veitchia Palm	Veitchia Sp.		4.0"	50		X		41+90.17	-5.55 L	20'	Good
A43	Veitchia Palm	Veitchia Sp.		4.0"	50		X		42+27.08	-5.53 L	18'	Good
A44	Veitchia Palm	Veitchia Sp.		4.0"	50		X		42+49.93	-6.52 L	20'	Good
A45	Veitchia Palm	Veitchia Sp.		4.0"	50		X		42+69.30	-5.69 L	18'	Good
A46	Veitchia Palm	Veitchia Sp.		4.0"	50		X		46+23.72	6.27 R	20'	Good
A47	Veitchia Palm	Veitchia Sp.		4.0"	50		X		46+44.22	5.99 R	20'	Good
A48	Veitchia Palm	Veitchia Sp.		4.0"	50		X		46+69.39	5.69 R	18'	Good
A49	Guava	Psidium guajava L.	X	6.0"	113	X			49+06.71	-4.23 L	12'	Fair
A50	Guava	Psidium guajava L.	X	5.0"	79	X			49+28.82	-5.019 L	10'	Fair, Shaded by Mahogany
A51	Mahogany Tree	Sweitenia mahogni	X	28.0"	962	X			49+47.99	-4.43 L	30'	Fair, Codominant Trunks
A52	Guava	Psidium guajava L.	X	6.0"	113	X			49+64.42	-4.93 L	12'	Fair, Shaded by Mahogany
A53	Guava	Psidium guajava L.	X	8.0"	154	X			49+88.33	-5.58 L	12'	Fair, Slight Lean
A54	Veitchia Palm	Veitchia Sp.		4.0"	50			X	50+68.12	-5.78 L	24'	Good, Slight Curve
A55	Veitchia Palm	Veitchia Sp.		4.0"	50			X	50+90.26	-6.78 L	15'	Good, Slight Curve
A56	Veitchia Palm	Veitchia Sp.		4.0"	50			X	51+07.84	-6.40 L	15'	Good, Slight Curve
A57	Veitchia Palm	Veitchia Sp.		4.0"	50			X	51+25.91	-7.62 L	22'	Good, Slight Curve
A58	Veitchia Palm	Veitchia Sp.		4.0"	50			X	51+41.27	-8.40 L	15'	Good, Slight Curve
NOTE: ALL PALMS AND TREES TO BE RELOCATED TO NEARBY CITY PARKS OR PUBLIC LANDS. CONTRACTOR SHALL COORDINATE LOCATIONS AND SCHEDULING OF WORK WITH CITY'S REPRESENTATIVE.												
F.D.O.T. LANDSCAPE PERMIT NUMBER 2023-L-491-00014 S.R. 870 DESIGN SPEED: 45MPH												
REVISIONS					LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181			DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. EXISTING TREE DATA	
DATE	DESCRIPTION		DATE	DESCRIPTION		Calvin, Giordano & Associates, Inc. A SAFEBUILT COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.923.7781 • Fax: 954.923.8807			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
									810	BROWARD	N/A	LN-4A

[illegible]

REFERENCE CODE:	DESCRIPTION:	UNIT	SHEET NUMBERS								TOTAL FOR SHEETS L-1A TO L-4A		GRAND TOTAL	
			L-1A		L-2A		L-3A		L-4A		PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				
LA-101	Tree mulch rings (New and existing trees within sodded areas)	CU YD	1.83 CY		0.36 CY		.		.		2.19 CY		2.19 CY	
SW-101	Refurbished median pavers of ones removed from on site.	SQ FT	1,683		1,895		.		.		3,578		5,481	
SW-102	New 12" Wide paver band.	SQ FT	.		.		.		36		36		36	

11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIAN			WEST HILLSBORO BLVD. PLANTING SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						LN-5A
					 Calvin, Giordano & Associates, Inc. A SAFESUIT COMPANY 1800 Elder Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.923.7781 • Fax: 954.923.8607	ROAD NO.	COUNTY		FINANCIAL PROJECT ID
					810	BROWARD	N/A		

[illegible]

REFERENCE CODE:	DESCRIPTION:	UNIT	SHEET NUMBERS								TOTAL FOR SHEETS L-5A TO L-8A		GRAND TOTAL	
			L-5A		L-6A		L-7A		L-8A		PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				
LA-101	Tree mulch rings (New and existing trees within sodded areas)	CU YD	.		.		.		.		0		2.19 CY	
SW-101	Refurbished median pavers of ones removed from on site.	SQ FT	531		913		.		.		1,444		5,481	
SW-102	New 12" Wide paver band.	SQ FT	.		.		.		.		0		36	

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LN-6A
					810	BROWARD	N/A		

11/15/2023

[illegible]

REFERENCE CODE:	DESCRIPTION:	UNIT	SHEET NUMBERS								TOTAL FOR SHEETS L-9A TO L-10A		GRAND TOTAL	
			L-9A		L-10A		-		-		PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				
LA-101	Tree mulch rings (New and existing trees within sodded areas)	CU YD	.		.		.		.		0		2.19 CY	
SW-101	Refurbished median pavers of ones removed from on site.	SQ FT	459		.		.		.		459		5,481	
SW-102	New 12" Wide paver band.	SQ FT	.		.		.		.		0		36	

11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LN-7A
					810	BROWARD	N/A		

IRRIGATION NOTES:

1. IRRIGATION OVERVIEW:
THE PURPOSE OF THIS PROJECT IS TO REPAIR AND MODIFY THE EXISTING IRRIGATION SYSTEM TO ACCOMMODATE THE INSTALLATION OF A NEW LANDSCAPE WHILE ENSURING CONTINUED COVERAGE AND ADEQUATE WATER SUPPLY TO THE EXISTING AREAS. THE CONTRACTOR SHALL ENSURE THAT THE IRRIGATION SYSTEM FUNCTIONS EFFICIENTLY AND PROVIDES 100% COVERAGE OF ALL LANDSCAPE (EXISTING AND NEW) AREAS WITH HEAD TO HEAD COVERAGE.
2. ASSESSMENT:

2.1.CONTRACTOR SHALL CONTACT CITY OF DEERFIELD BEACH IRRIGATION REPRESENTATIVE PRIOR TO COMMENCEMENT, TO COORDINATE WATERING OF EXISTING PLANTS DURING CONSTRUCTION, EVALUATE THE EXISTING IRRIGATION SYSTEM'S FUNCTIONALITY AND IDENTIFY ANY REPAIRS OR MODIFICATIONS REQUIRED TO MEET THE NEEDS OF THE NEW LANDSCAPE INSTALLATION.

2.2.DETERMINE THE COVERAGE AREA OF THE EXISTING IRRIGATION SYSTEM, INCLUDING IDENTIFYING POTENTIAL OBSTACLES, SUCH AS TREES, HARDSCAPE ELEMENTS, OR STRUCTURES, THAT MAY AFFECT WATER DISTRIBUTION.

2.3.DETERMINE ANY CHANGES TO AREA IRRIGATED, NEW LANDSCAPE AREAS, NEW HARDSCAPE AREAS.

2.4.PREPARE SKETCH SHOWING VALVE LOCATIONS AND NUMBER OF HEADS ON EACH EXISTING ZONE. CALCULATE FLOW AND REQUIRED PIPE SIZES TO MAINTAIN WATER VELOCITY BELOW 5 FEET PER SECOND.
3. REPAIRS AND MODIFICATIONS:

3.1 .INSPECT ALL EXISTING IRRIGATION COMPONENTS, INCLUDING PIPES, VALVES, VALVE BOXES AND COVERS, SPRINKLER HEADS (TO REMAIN), AND CONTROLLERS, AND REPAIR OR REPLACE ANY DAMAGED OR MALFUNCTIONING PARTS.

3.2.REPLACE EXISTING HEADS AS FOLLOWS:

3.2.1. EXISTING HEADS IN PROPOSED SOD AREAS SHALL BE REPLACED WITH 6" POP-UPS WITH PRESSURE CONTROL AND CHECK VALVE.

3.2.2. EXISTING HEADS IN PROPOSED SHRUB AREAS SHALL BE REPLACED WITH 12" POP-UPS WITH PRESSURE CONTROL AND CHECK VALVE.

3.2.3. ALL NOZZLES SHALL BE MATCHED PRECIPITATION RATES (MPR) AND SIZED TO PROVIDE HEAD TO HEAD COVERAGE.

3.3.BASED ON THE LANDSCAPE DESIGN PLANS, MODIFY THE EXISTING IRRIGATION SYSTEM TO PROVIDE APPROPRIATE COVERAGE FOR THE NEWLY ADDED LANDSCAPE ELEMENTS WHILE MAINTAINING COVERAGE OF THE EXISTING AREAS.

3.4.INSTALL ADDITIONAL SPRINKLER HEADS, AS NECESSARY TO ENSURE EVEN COVERAGE OF WATER TO THE NEW LANDSCAPE FEATURES WITHOUT COMPROMISING THE COVERAGE OF EXISTING AREAS

3.5.MODIFY EXISTING BUBBLER ZONE BY CAPPING OR CLOSING BUBBLERS AT EXISTING TREES AND ADDING NEW LINE AND BUBBLERS TO PROPOSED TREES AND PALMS.

- 3.6.WHEN ADDING NEW SPRINKLER HEADS OR BUBBLERS CONTRACTOR SHALL VERIFY PIPE SIZES AND ENSURE WATER VELOCITY DOES NOT EXCEED 5 FEET PER SECOND. IF WATER VELOCITY WILL EXCEED 5 FEET PER SECOND, ADJUSTMENTS TO HEAD SPACING OR NOZZLE SELECTIONS WILL NEED TO BE MODIFIED TO REDUCE FLOW RATE. NOTE, DO NOT CONNECT NOZZLES OF DIFFERENT PRECIPITATION RATES TO THE SAME VALVE.
- 3.7.INSTALLATION OF LATERALS AROUND EXISTING TREES SHALL BE DUG BY HAND. EXTREME CARE MUST BE USED TO PREVENT DAMAGE TO THE ROOT SYSTEM OF EXISTING TREES. ROOTS LARGER THAN 2-1/2" SHALL NOT BE CUT, SOIL BENEATH THE ROOT SHALL BE CAREFULLY EXCAVATED IN ORDER TO PASS ANY LATERAL BENEATH THE ROOT. SOIL SHALL BE BACK WASHED INTO THESE AREAS IN ORDER TO AVOID ANY AIR POCKETS FROM FORMING
- 3.8.IF IT IS NOT POSSIBLE TO PROVIDE AUTOMATIC IRRIGATION TO ANY OF THE NEW OR RELOCATED PALMS & TREES, CONTRACTOR SHALL PROVIDE A WATERING CONTRACT, FOR THE DURATION OF THE ESTABLISHMENT PERIOD.
4. SYSTEM CALIBRATION AND TESTING:

4.1 .PERFORM THOROUGH PRESSURE TESTING AND CALIBRATION OF THE ENTIRE IRRIGATION SYSTEM AFTER REPAIRS AND MODIFICATIONS ARE COMPLETED.

4.2.ADJUST SPRINKLER HEAD POSITIONS, SPRAY PATTERNS, AND WATERING DURATIONS TO ENSURE UNIFORM WATER DISTRIBUTION THROUGHOUT THE LANDSCAPE, INCLUDING BOTH THE EXISTING AND NEW AREAS.

4.3.INSTALL RAIN AND/OR SOIL MOISTURE SENSORS, IF APPLICABLE, AND INTEGRATE THEM WITH THE IRRIGATION CONTROLLER TO PROMOTE WATER EFFICIENCY FOR BOTH THE EXISTING AND NEW LANDSCAPE ELEMENTS.
5. MATERIALS AND EQUIPMENT:

5.1 .THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TOOLS, EQUIPMENT, AND MATERIALS REQUIRED TO COMPLETE THE REPAIR AND MODIFICATION WORK.

5.2.THE MATERIALS USED FOR REPAIRS AND MODIFICATIONS SHOULD MATCH THE EXISTING, MAINTAIN ALL SPRAYS AND NOZZLES OF THE SAME MANUFACTURER AND TYPE.

6. COMPLIANCE AND SAFETY:

6.1 .THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES, REGULATIONS, AND PERMITS RELATED TO IRRIGATION SYSTEM INSTALLATION AND REPAIR.

6.2.THE CONTRACTOR SHALL ADHERE TO BEST PRACTICES FOR SAFETY, INCLUDING WEARING APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT AND TAKING NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO EXISTING STRUCTURES, UTILITIES, OR LANDSCAPING.
7. DELIVERABLES:

7.1 .AS-BUILT DRAWINGS: THE CONTRACTOR SHALL PROVIDE ACCURATE AS-BUILT DRAWINGS INDICATING THE FINAL CONFIGURATION OF THE REPAIRED AND MODIFIED IRRIGATION SYSTEM, CLEARLY SHOWING VALVE LOCATIONS, SPRAY HEADS AND PIPE RUNS FOR BOTH THE EXISTING AND NEW LANDSCAPE ELEMENTS.
8. INSPECTIONS AND COORDINATION MEETINGS REQUIRED:

8.1 .PRE-CONSTRUCTION MEETING - OWNER'S REPRESENTATIVE AND CONTRACTOR TO REVIEW ENTIRE INSTALL PROCESS AND SCHEDULE WITH OWNER/GENERAL CONTRACTOR.

8.2.MAINLINE PRESSURE TEST - ALL MAINLINE SHALL BE PRESSURE TESTED TO CONFIRM THERE ARE NO LEAKS OR BREAKS.

8.3.COVERAGE AND OPERATIONAL TEST

8.4.FINAL INSPECTION FOR COVERAGE AND OPERATION

8.5.PUNCH LIST INSPECTION
9. FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED:

9.1 .ALL ABOVE INSPECTIONS ARE COMPLETED, DOCUMENTED, AND APPROVED BY OWNER'S REPRESENTATIVE.

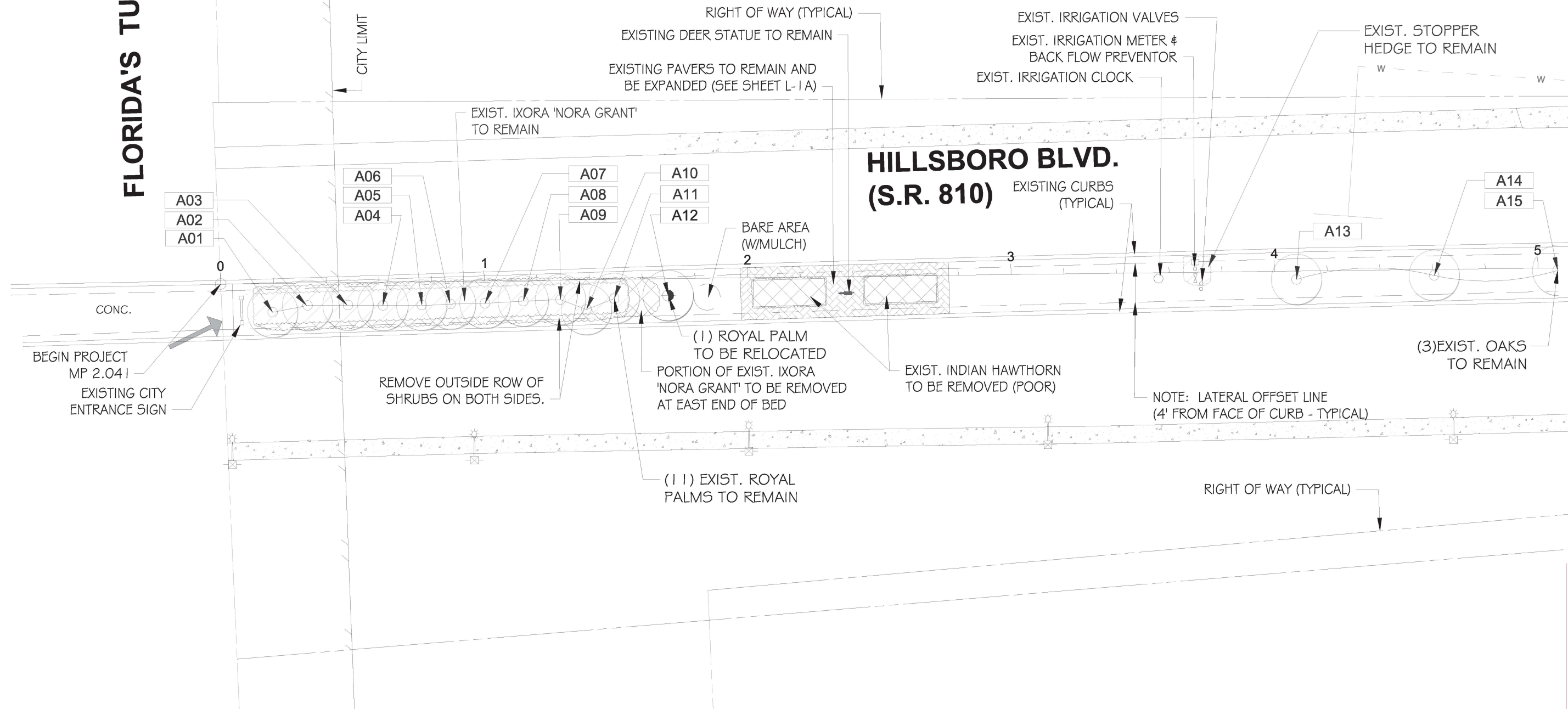
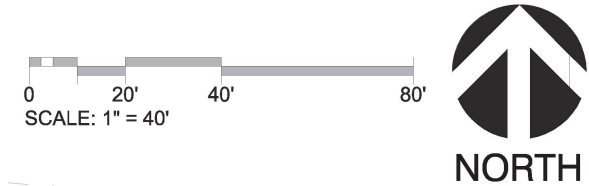
9.2.COMPLETION AND ACCEPTANCE OF 'AS-BUILT' DRAWINGS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION NOTES	SHEET NO. LN-8A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		

11/15/2023

FLORIDA'S TURNPIKE



MATCH LINE SEE SHEET:LE2

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181

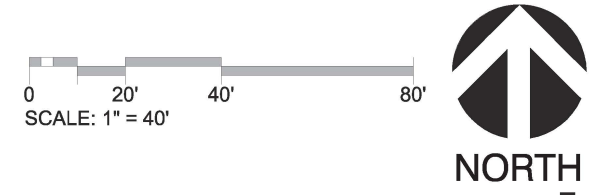


Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8807

DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
810	BROWARD	N/A

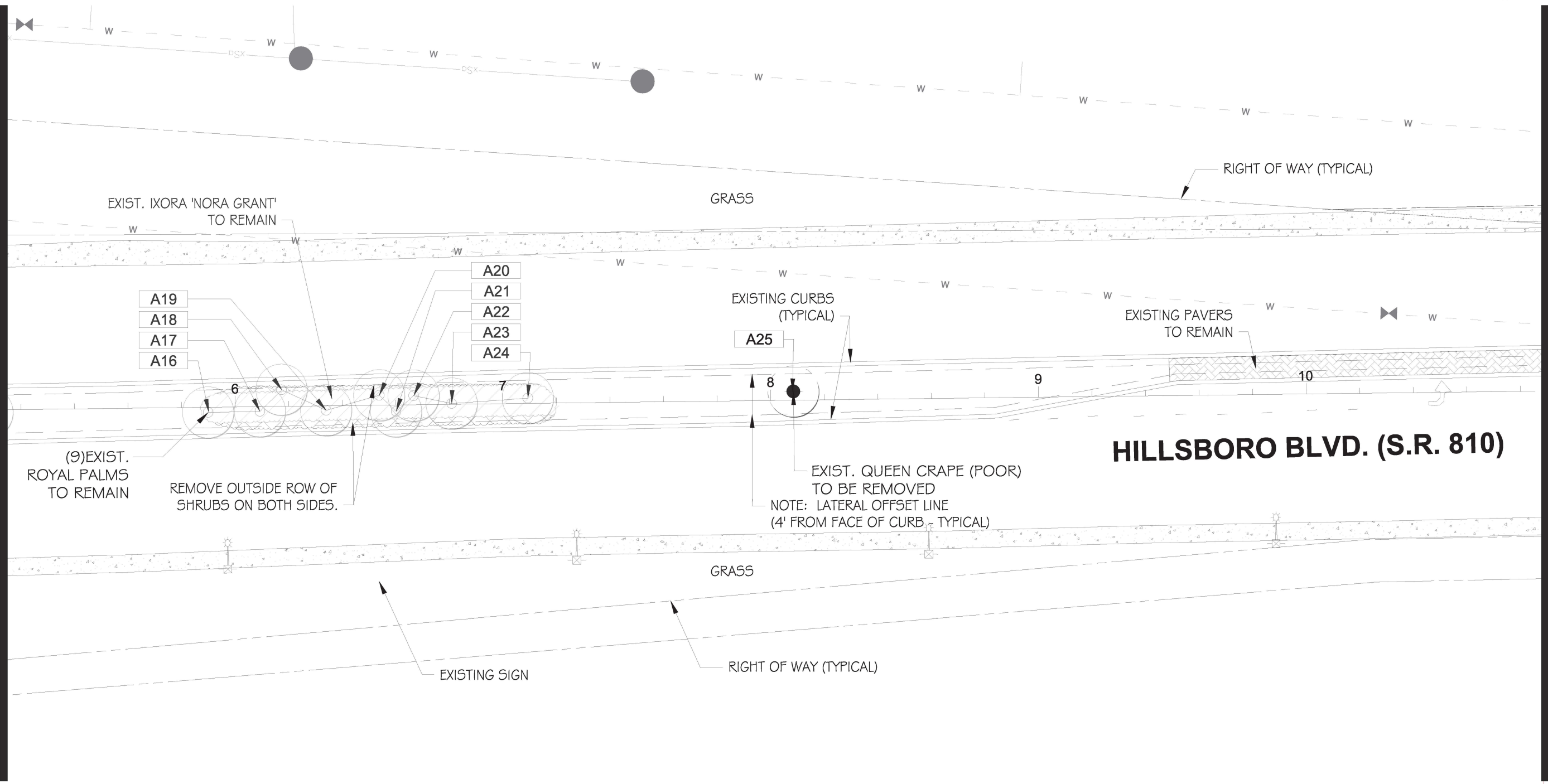
WEST HILLSBORO BLVD. TREE DISPOSITION	

SHEET NO.
LE-1A



MATCH LINE SEE SHEET: LE-1A

MATCH LINE SEE SHEET: LE-3A



F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

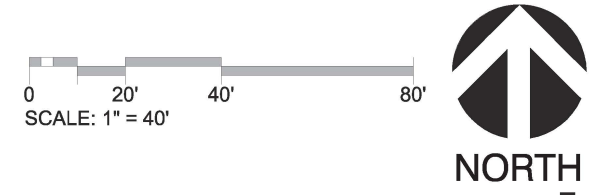
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. TREE DISPOSITION		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY			FINANCIAL PROJECT ID
						  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	810	BROWARD	N/A	



MATCH LINE SEE SHEET: LE-4A

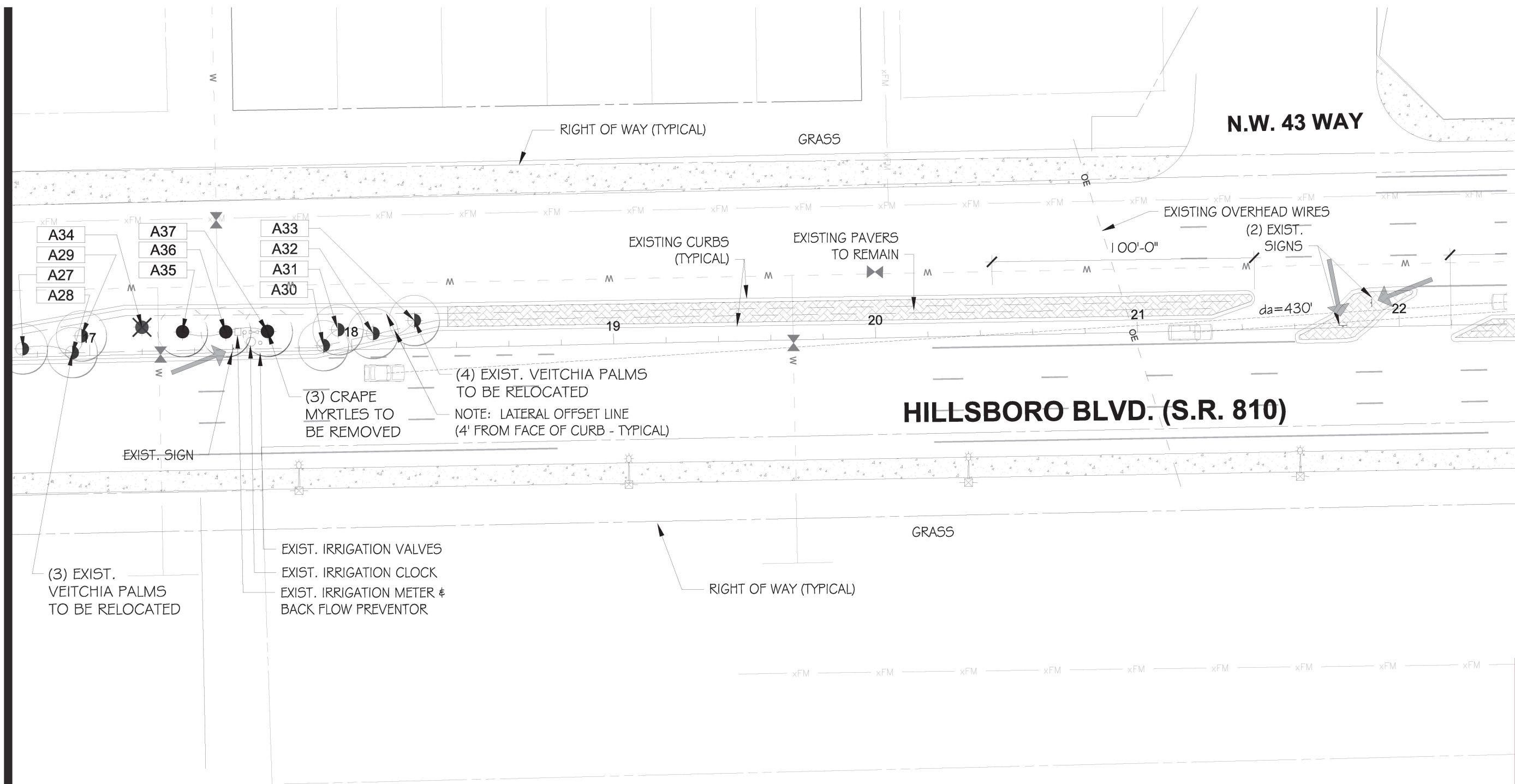


REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. TREE DISPOSITION		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807		ROAD NO.			COUNTY
								810	BROWARD	N/A	



MATCH LINE SEE SHEET: LE-3A

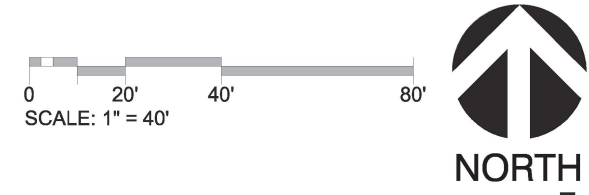
MATCH LINE SEE SHEET: LE-5A



F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

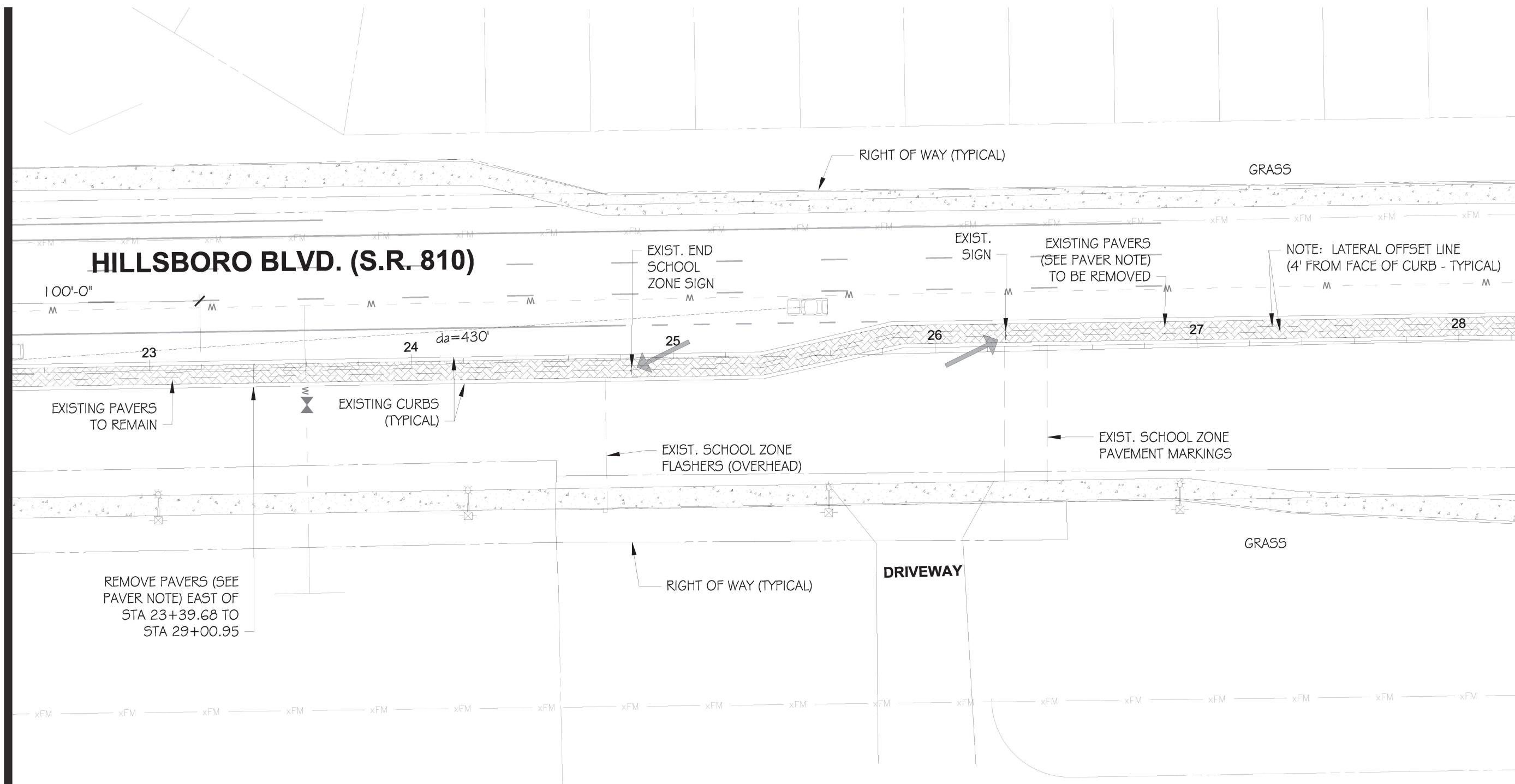
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. TREE DISPOSITION		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY			FINANCIAL PROJECT ID
						  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	810	BROWARD	N/A	



MATCH LINE SEE SHEET: LE-4A

MATCH LINE SEE SHEET: LE-6A

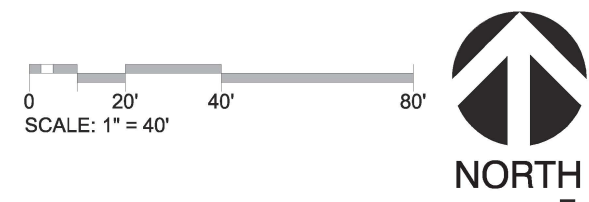


PAVER NOTE:
EXISTING PAVERS TO BE REMOVED
CAREFULLY, CLEANED AND STORED FOR
RE-INSTALLATION IN NEW PAVER AREAS.
SEE PLANTING PLANS FOR LOCATIONS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

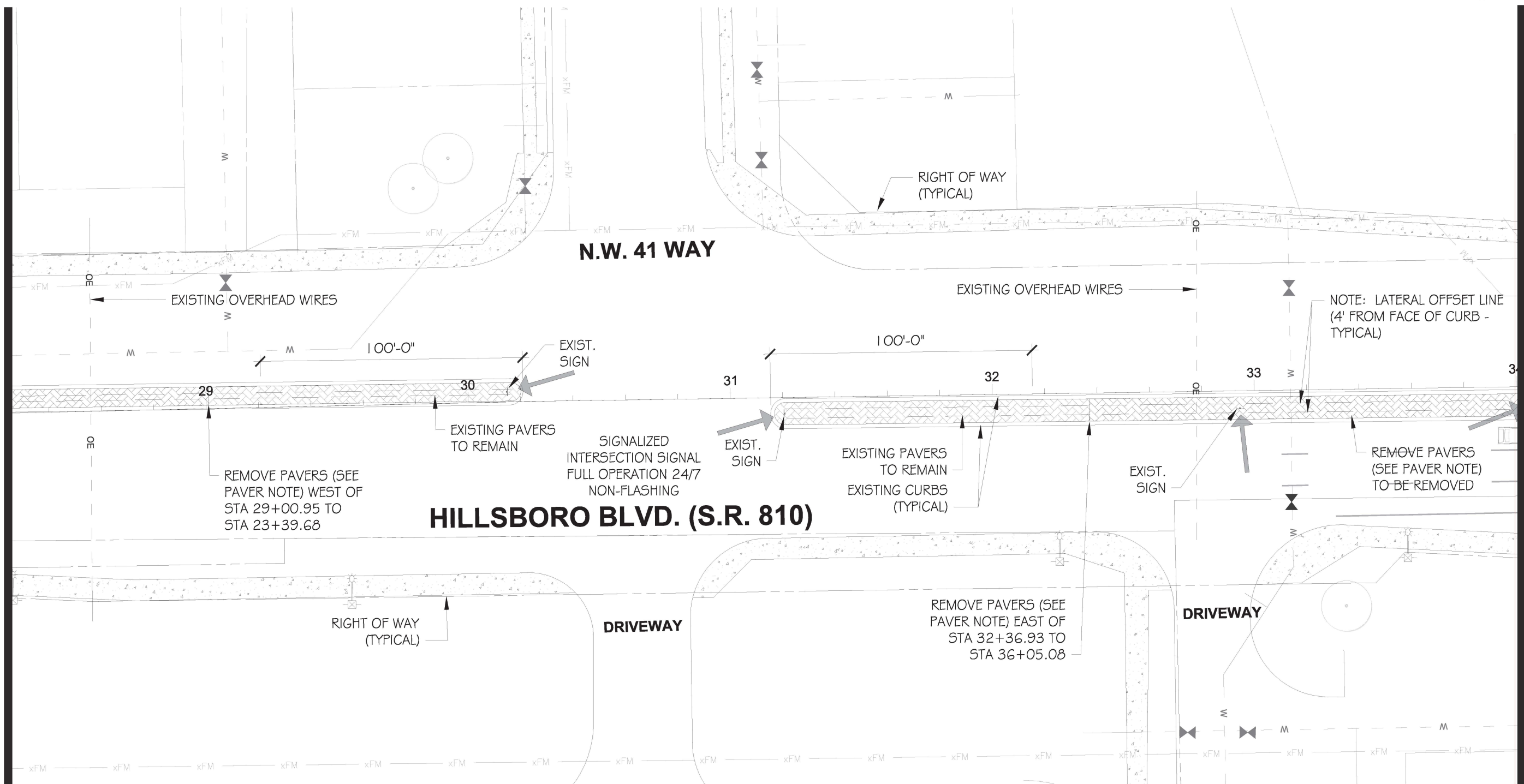
11/15/2023

REVISIONS		LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH - ENTRANCE MEDIANS		WEST HILLSBORO BLVD. TREE DISPOSITION	SHEET NO. LE-5A
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				810	BROWARD	N/A	



MATCH LINE SEE SHEET: LE-5A

MATCH LINE SEE SHEET: LE-7A

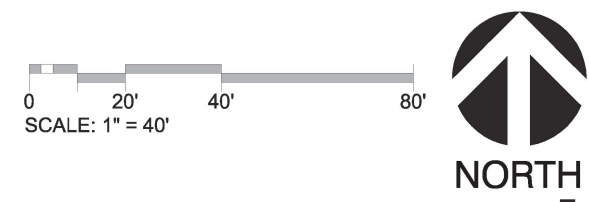


PAVER NOTE:
EXISTING PAVERS TO BE REMOVED
CAREFULLY, CLEANED AND STORED FOR
RE-INSTALLATION IN NEW PAVEMENT AREAS.
SEE PLANTING PLANS FOR LOCATIONS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

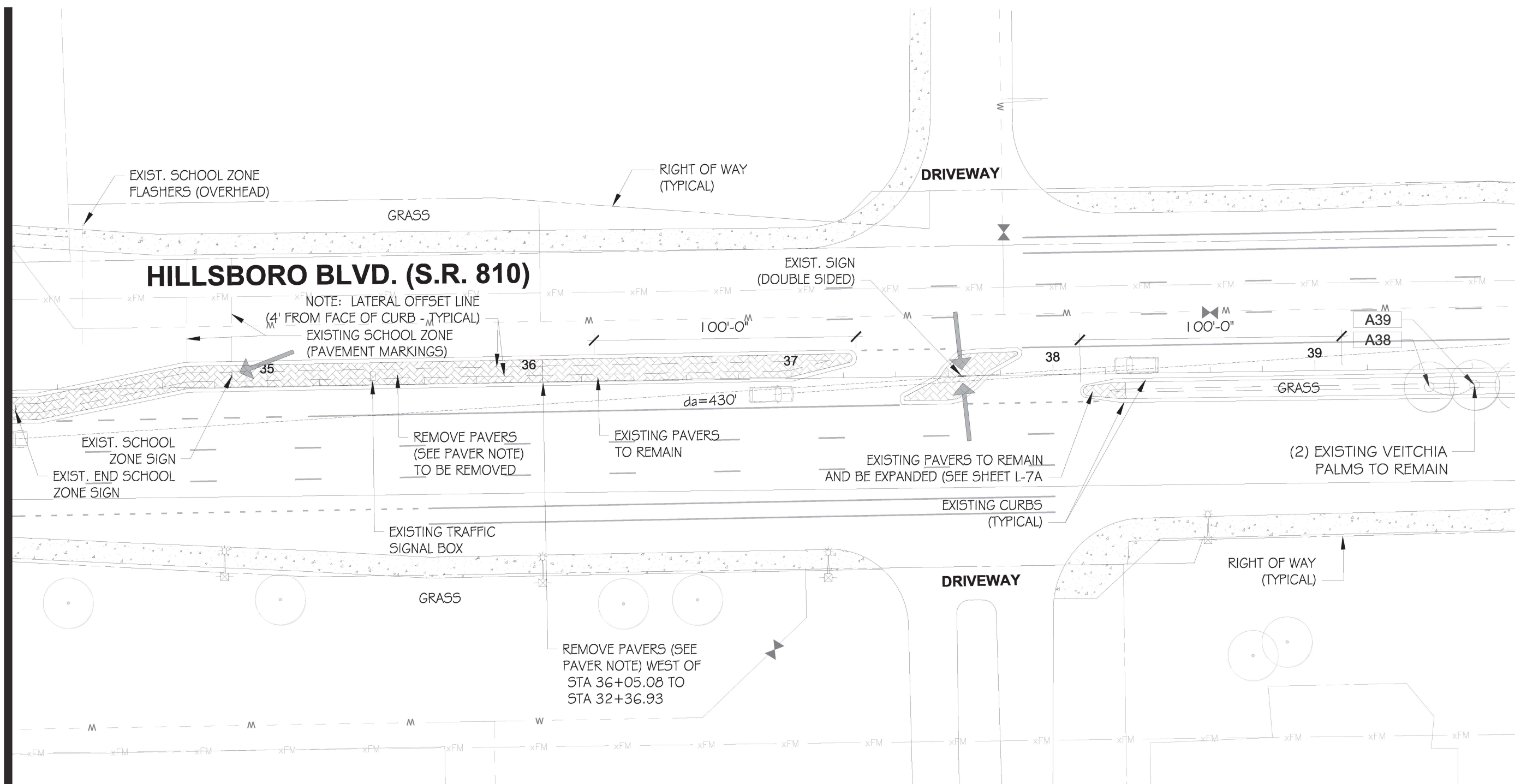
11/15/2023

REVISIONS		REVISIONS		LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No. 1181		DEERFIELD BEACH - ENTRANCE MEDIANS		WEST HILLSBORO BLVD. TREE DISPOSITION		SHEET NO. LE-6A
DATE	DESCRIPTION	DATE	DESCRIPTION	Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						810	BROWARD	N/A		



MATCH LINE SEE SHEET: LE-6A

MATCH LINE SEE SHEET: LE-8A

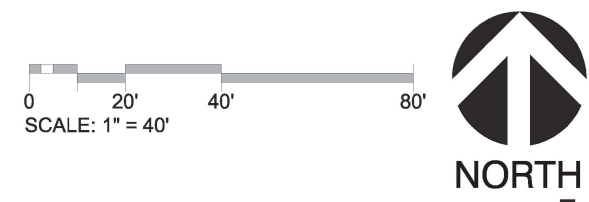


PAVER NOTE:
EXISTING PAVERS TO BE REMOVED
CAREFULLY, CLEANED AND STORED FOR
RE-INSTALLATION IN NEW PAVEMENT AREAS.
SEE PLANTING PLANS FOR LOCATIONS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

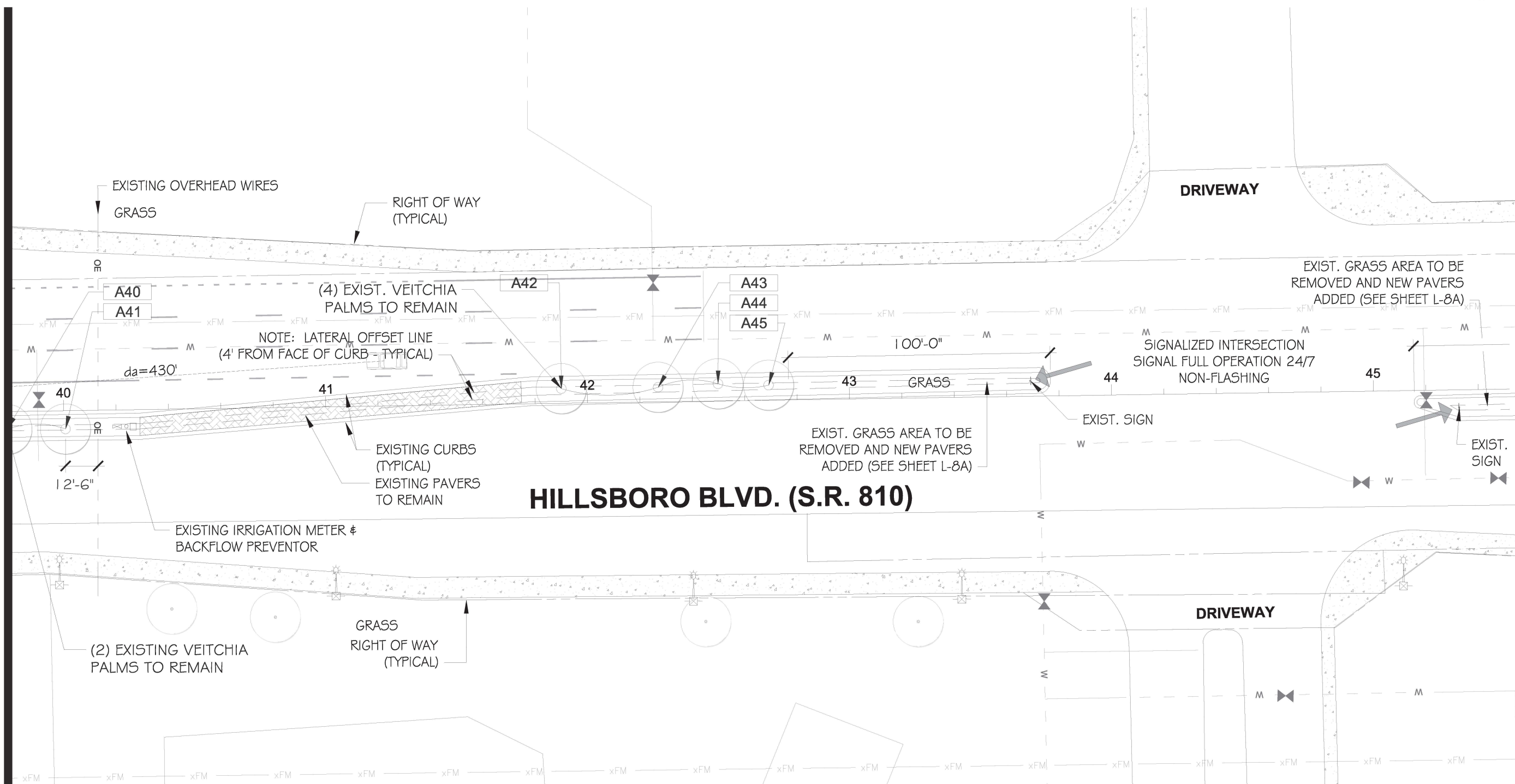
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. TREE DISPOSITION		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY			FINANCIAL PROJECT ID
						  Calvin, Giordano & Associates, Inc. A SAFEbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	810	BROWARD	N/A	



MATCH LINE SEE SHEET: LE-7A

MATCH LINE SEE SHEET: LE-9A



PAVER NOTE:
EXISTING PAVERS TO BE REMOVED
CAREFULLY, CLEANED AND STORED FOR
RE-INSTALLATION IN NEW PAVER AREAS.
SEE PLANTING PLANS FOR LOCATIONS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

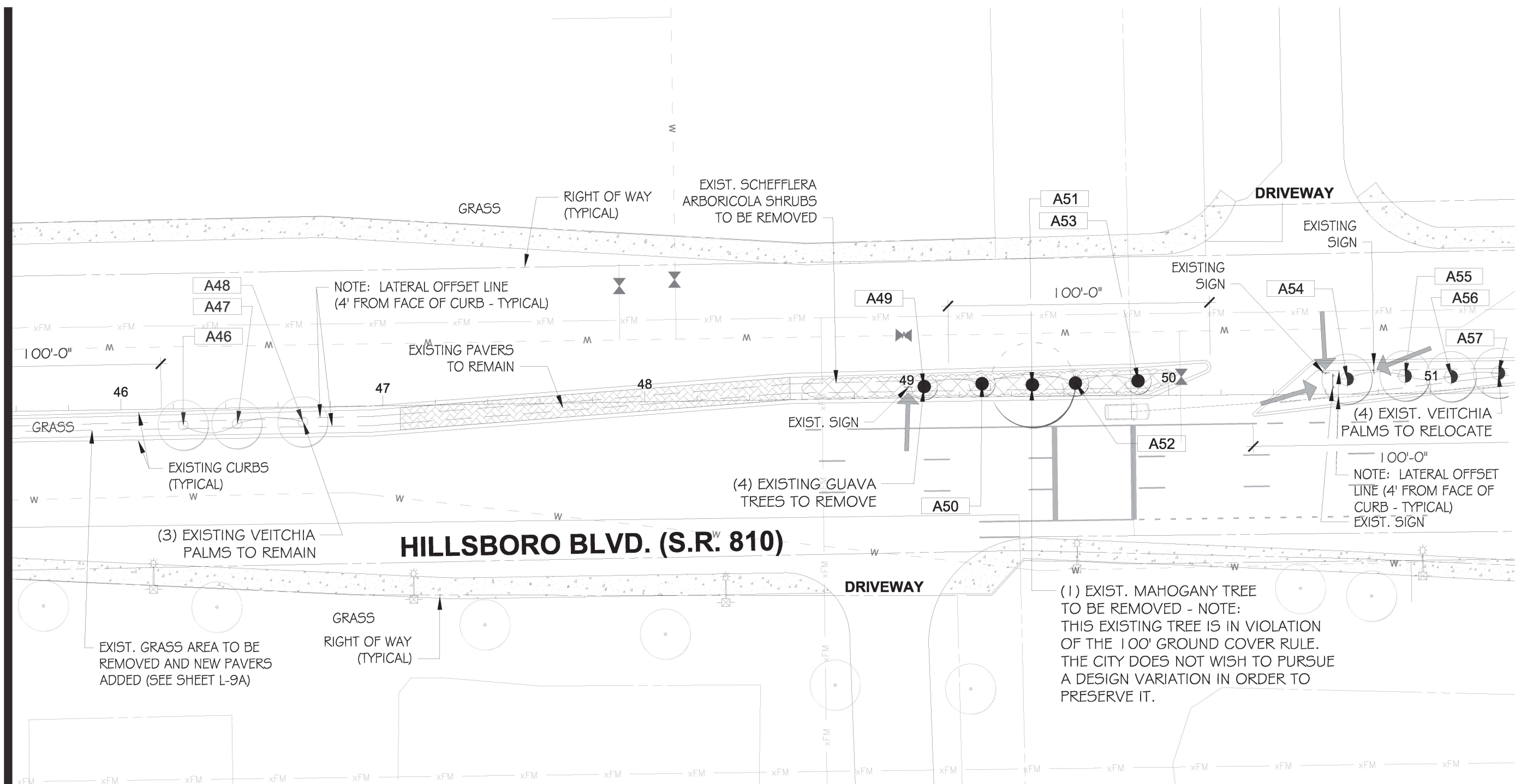
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DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
				810	BROWARD	N/A	



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A SAFEbuilt COMPANY
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Phone: 954.921.7781 • Fax: 954.921.8807

MATCH LINE SEE SHEET: LE-8A

MATCH LINE SEE SHEET: LE-10A

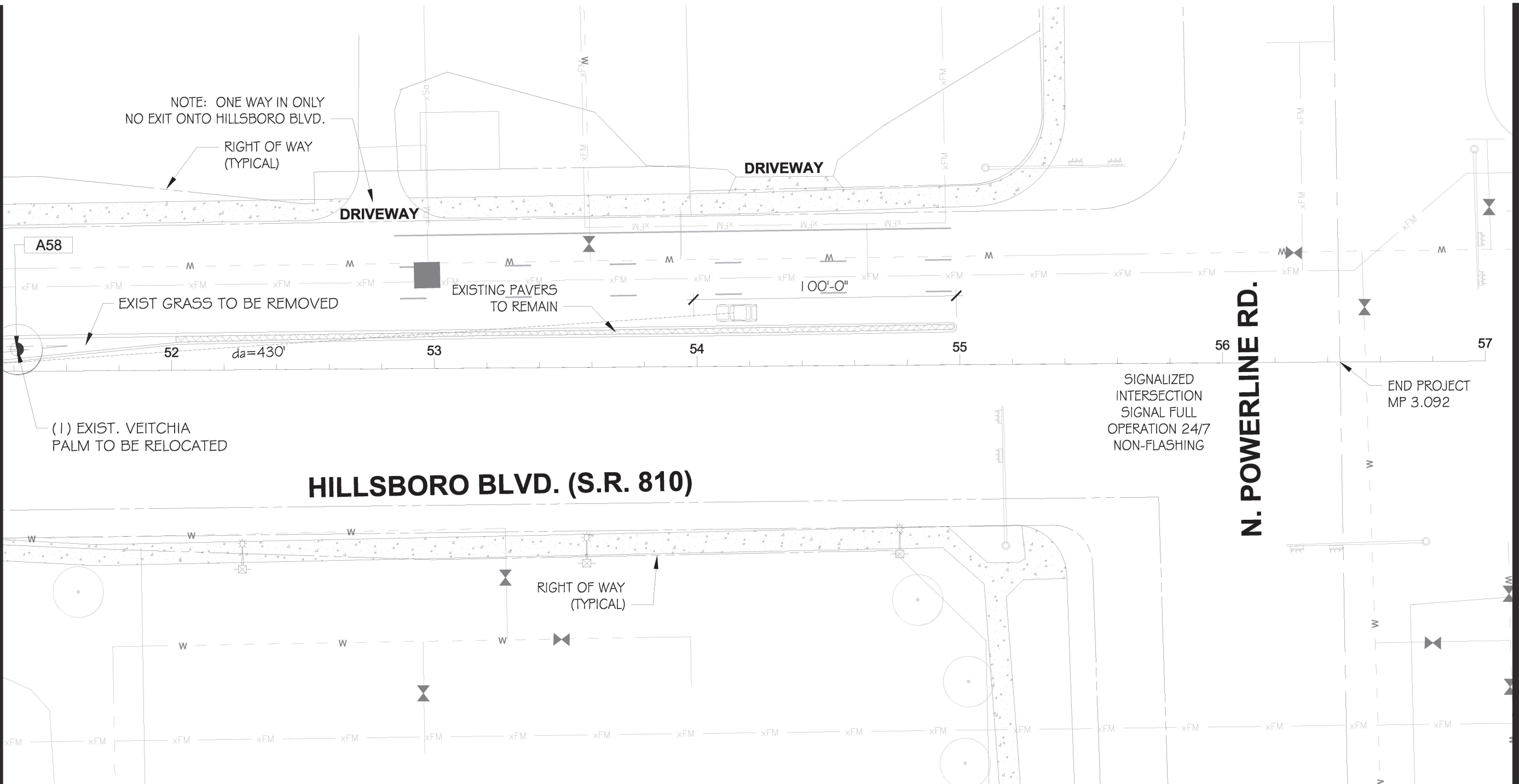


PAVER NOTE:
EXISTING PAVERS TO BE REMOVED
CAREFULLY, CLEANED AND STORED FOR
RE-INSTALLATION IN NEW PAVER AREAS.
SEE PLANTING PLANS FOR LOCATIONS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS		LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH - ENTRANCE MEDIANS		WEST HILLSBORO BLVD. TREE DISPOSITION		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				810	BROWARD	N/A		LE-9A

MATCH LINE SEE SHEET: LE-9A



F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

REVISIONS	
DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181

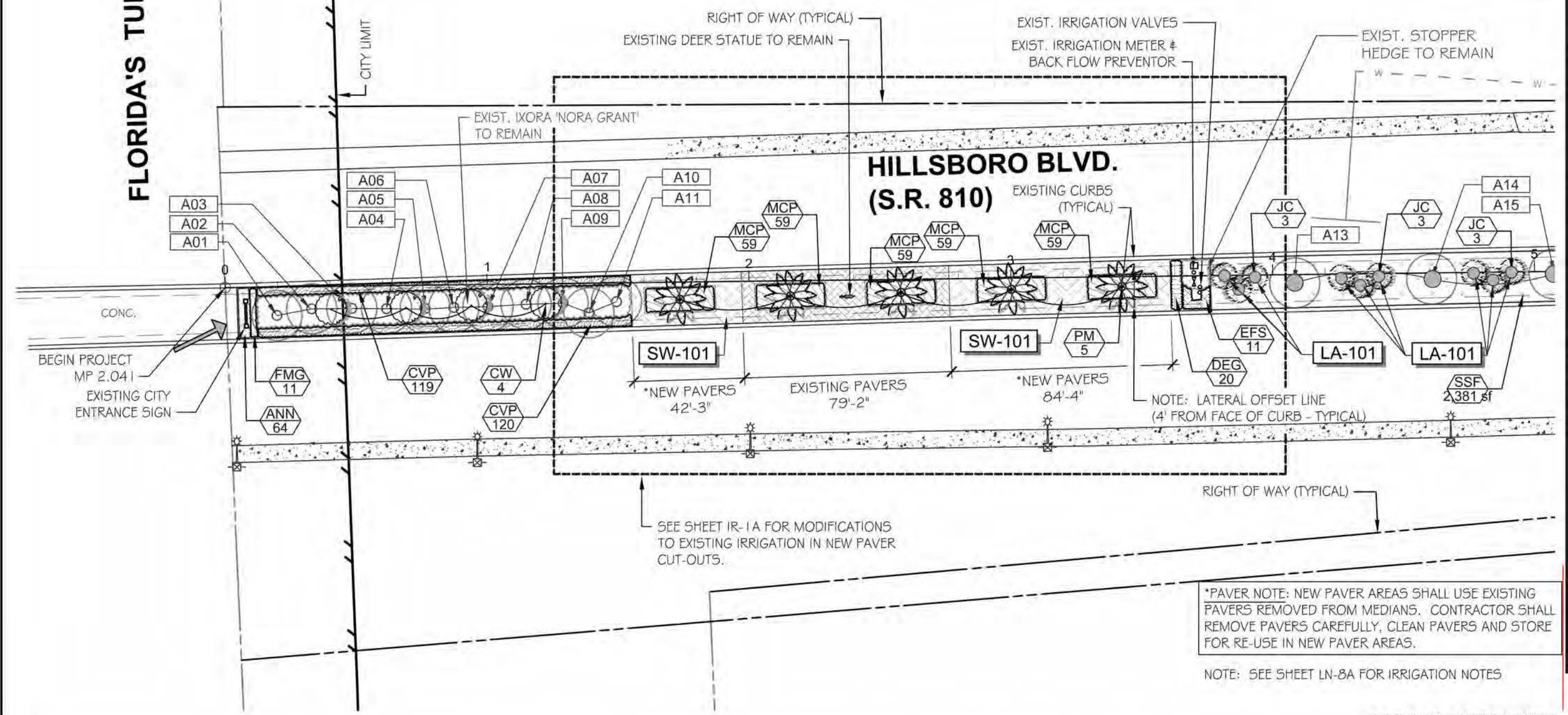
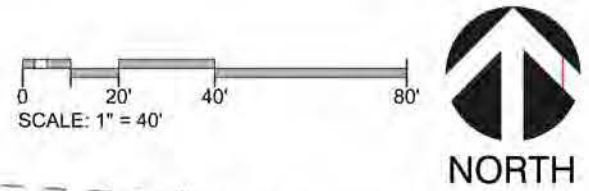
  Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8807

DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
810	BROWARD	N/A

WEST HILLSBORO BLVD. TREE DISPOSITION	

SHEET NO.
LE-10A

FLORIDA'S TURNPIKE



MATCH LINE SEE SHEET: L-2A

SEE SHEET IR-1A FOR MODIFICATIONS TO EXISTING IRRIGATION IN NEW PAVER CUT-OUTS.

*PAVER NOTE: NEW PAVER AREAS SHALL USE EXISTING PAVERS REMOVED FROM MEDIANS. CONTRACTOR SHALL REMOVE PAVERS CAREFULLY, CLEAN PAVERS AND STORE FOR RE-USE IN NEW PAVER AREAS.

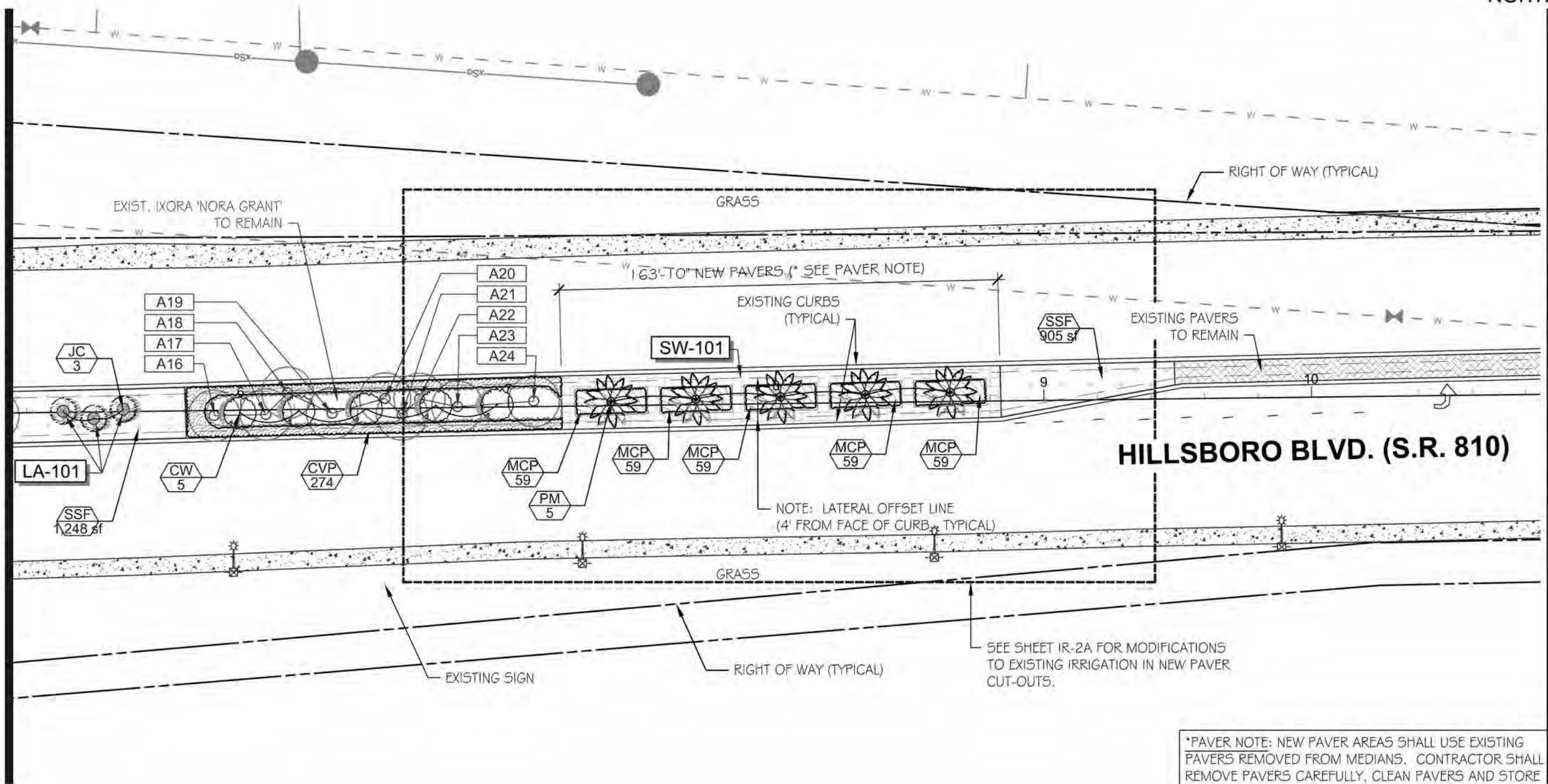
NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE NO. 1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING PLAN	SHEET NO. L-1A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		

MATCH LINE SEE SHEET: L-1A

MATCH LINE SEE SHEET: L-3A

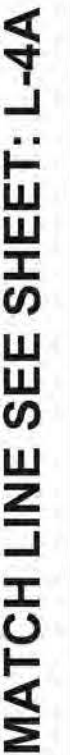


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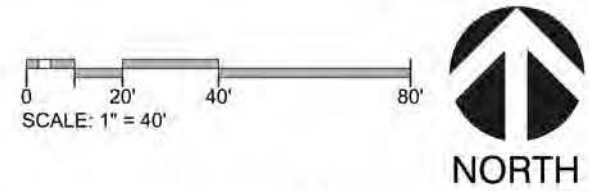
NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE NO. 1181		DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID			L-2A
						810	BROWARD	N/A			

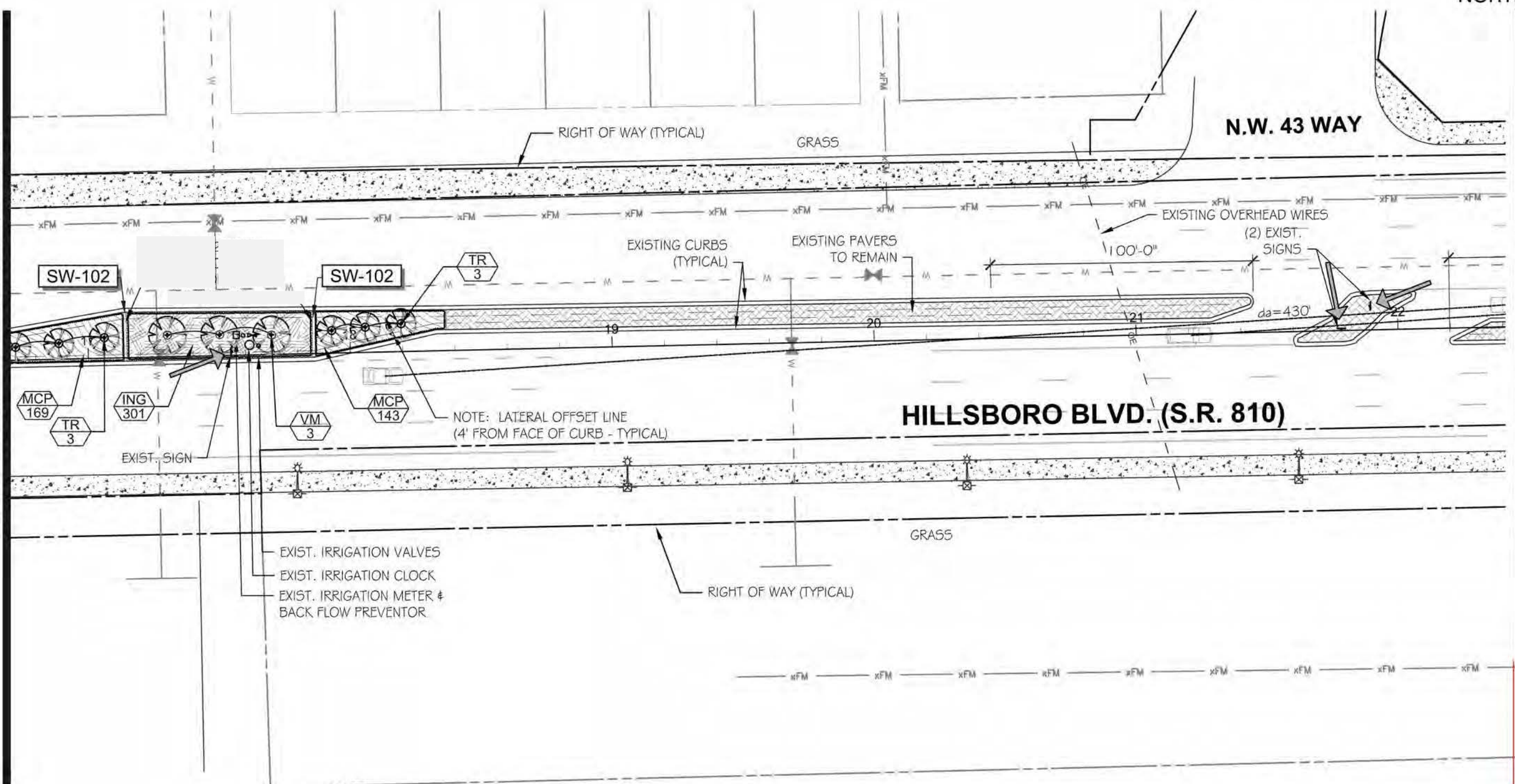


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MATCH LINE SEE SHEET: L-3A

MATCH LINE SEE SHEET: L-5A

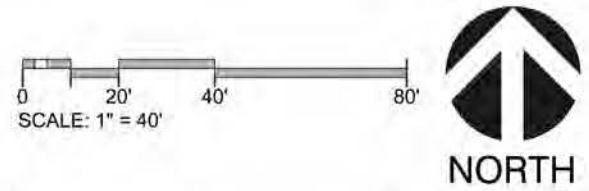


NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

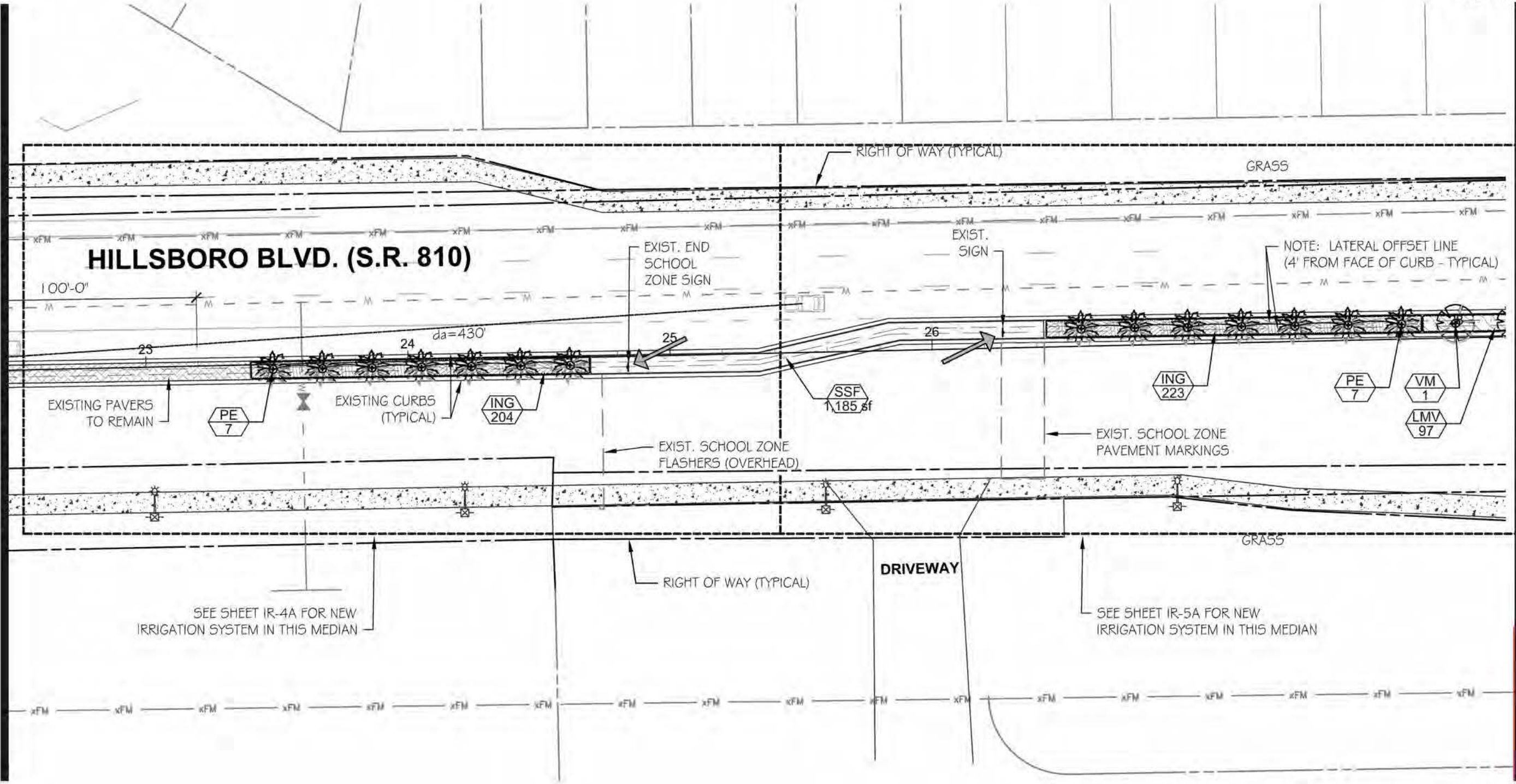
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No. 1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING PLAN	SHEET NO. L-4A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		



MATCH LINE SEE SHEET: L-4A

MATCH LINE SEE SHEET: L-5A



SEE SHEET IR-4A FOR NEW IRRIGATION SYSTEM IN THIS MEDIAN

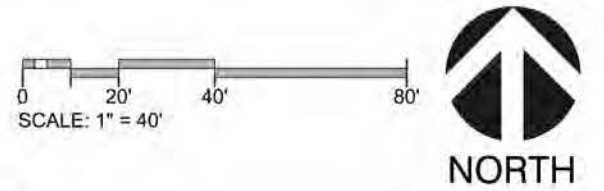
SEE SHEET IR-5A FOR NEW IRRIGATION SYSTEM IN THIS MEDIAN

NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

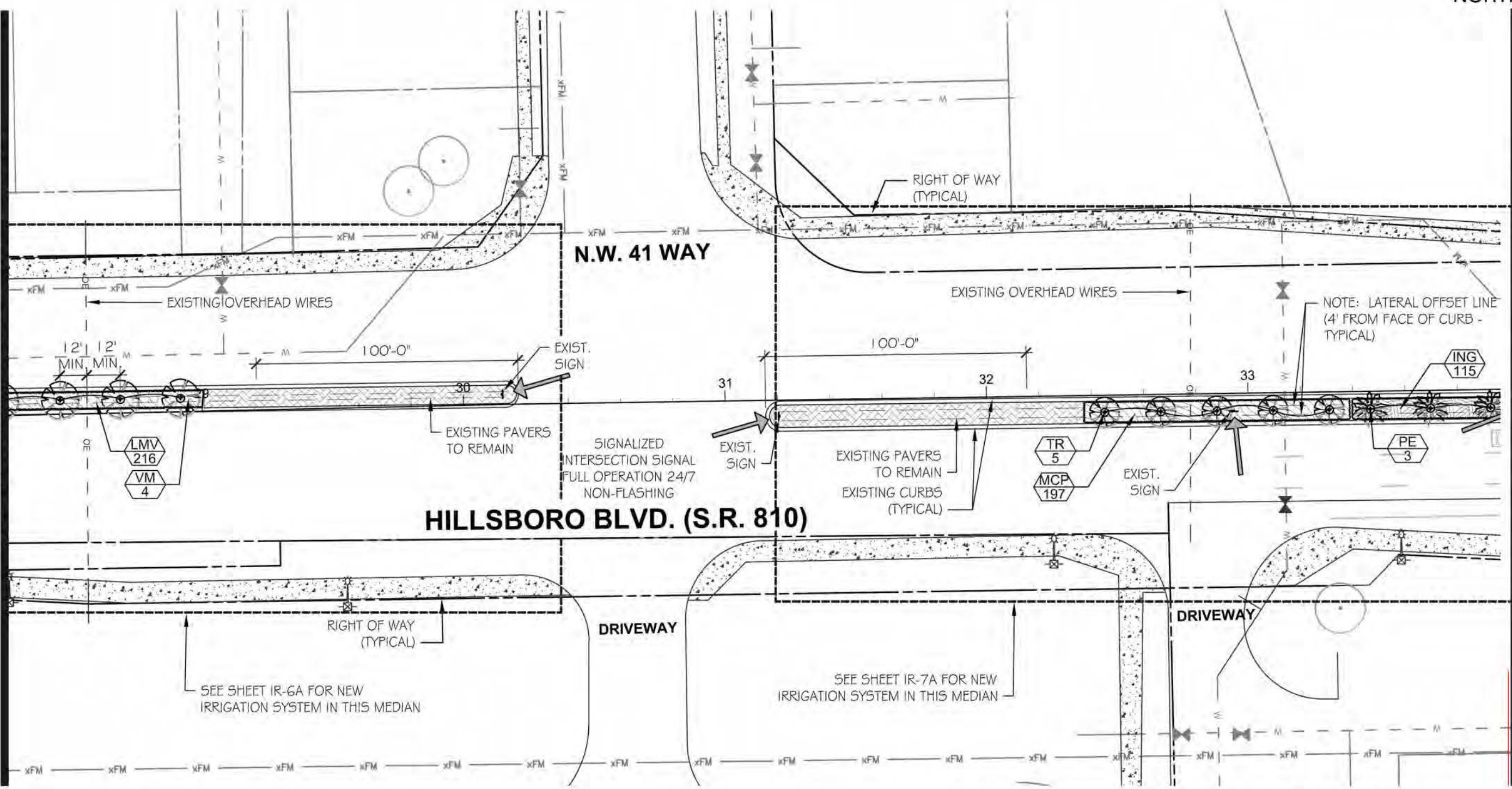
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE NO. 1181			DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING PLAN		SHEET NO. L-5A
DATE	DESCRIPTION	DATE	DESCRIPTION	 Calvin Giordano & Associates, Inc. P.A. 11/15/2023			ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
							810	BROWARD	N/A			



MATCH LINE SEE SHEET: L-5A

MATCH LINE SEE SHEET: L-5A



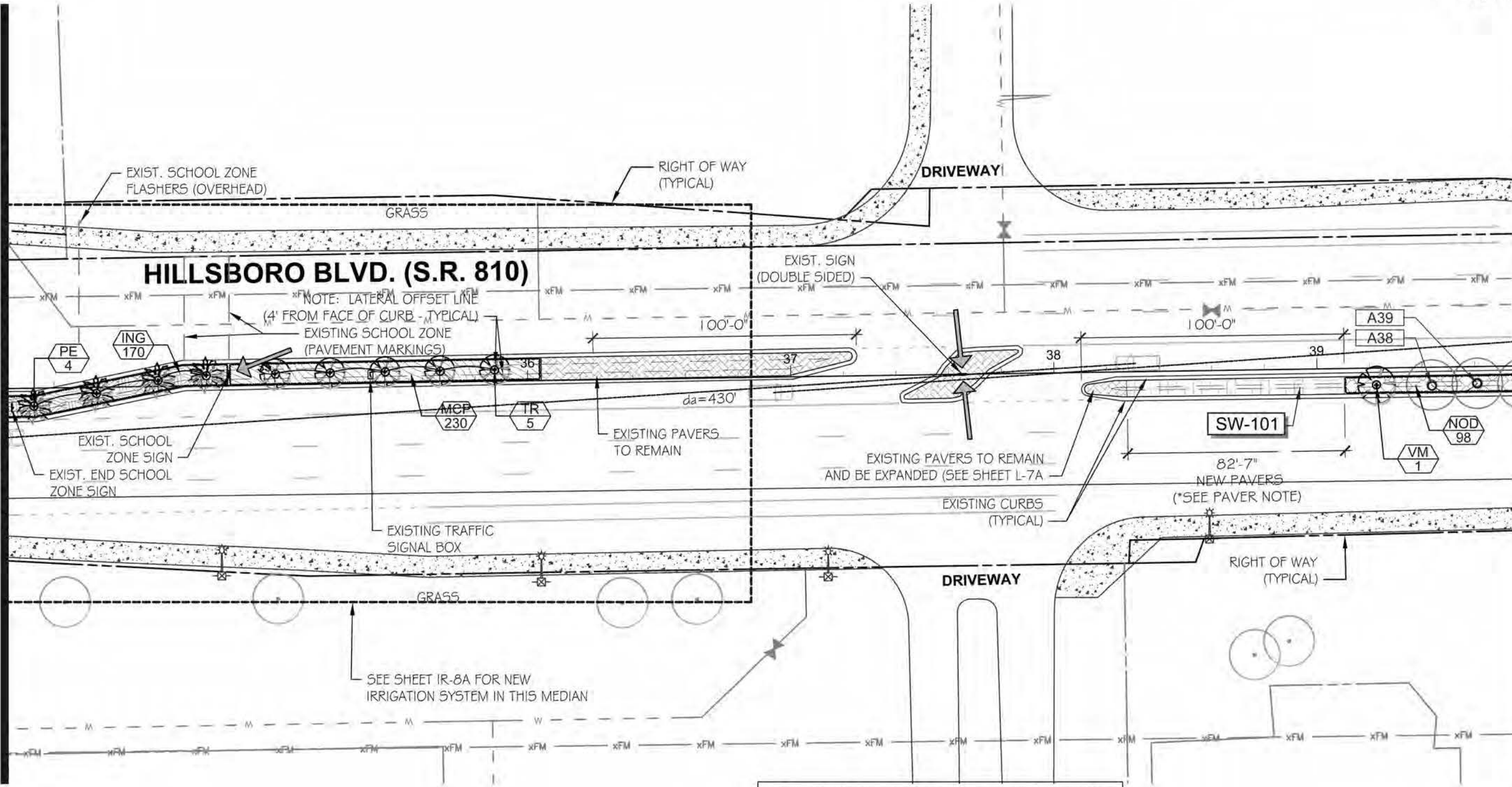
NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE NO. 1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING PLAN	SHEET NO. L-6A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		

MATCH LINE SEE SHEET: L-6A

MATCH LINE SEE SHEET: L-8A



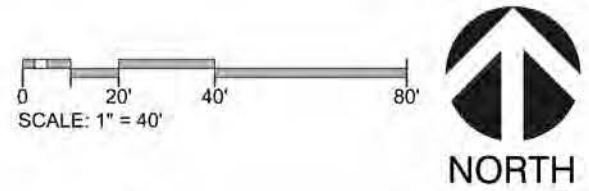
*PAVER NOTE: NEW PAVER AREAS SHALL USE EXISTING PAVERS REMOVED FROM MEDIANS. CONTRACTOR SHALL REMOVE PAVERS CAREFULLY, CLEAN PAVERS AND STORE FOR RE-USE IN NEW PAVER AREAS.

NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

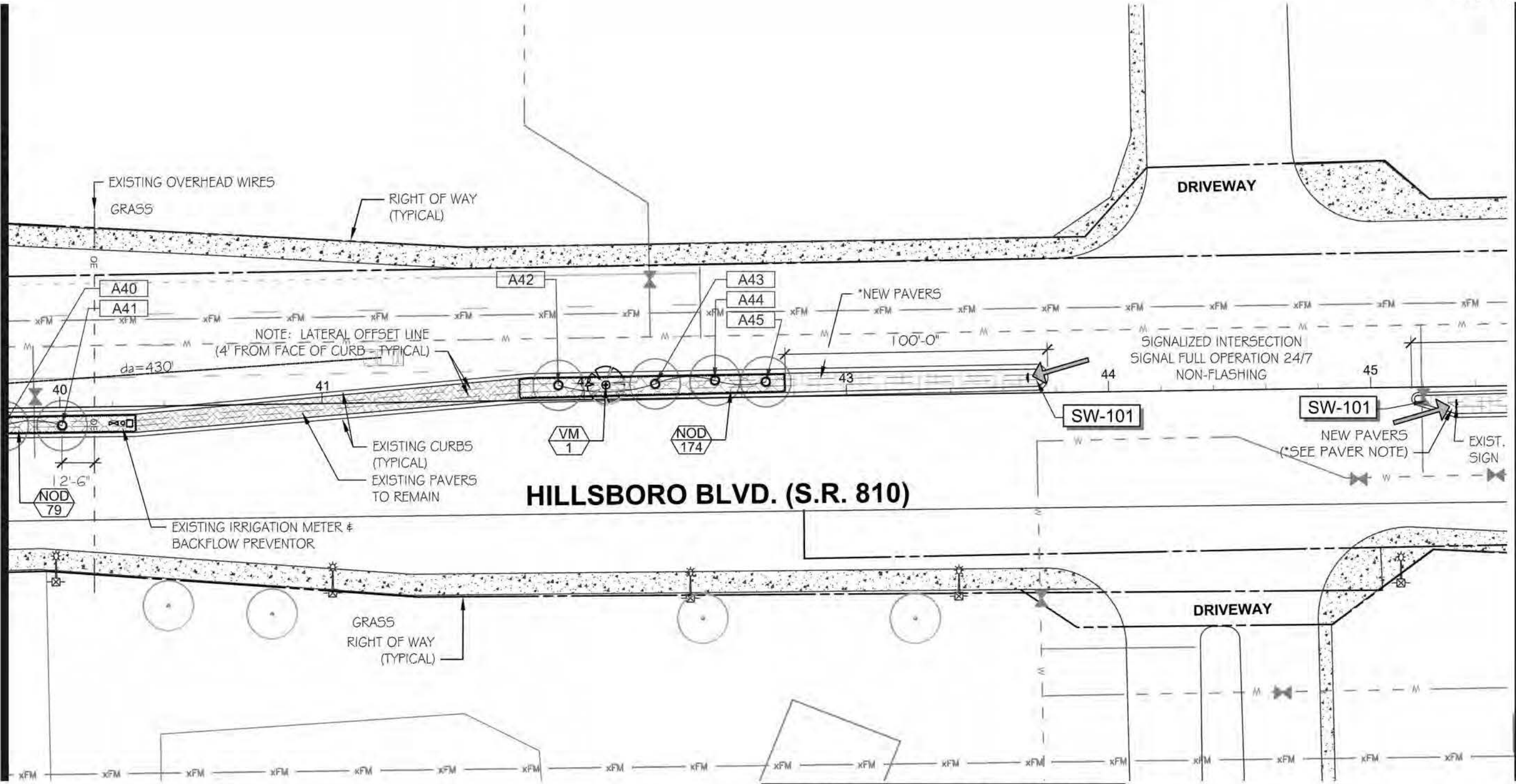
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No 1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING PLAN	SHEET NO. L-7A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		

  Calvin Gioiardo & Associates, Inc. a "BARTON" Company 10000 N.W. 11th Street, Suite 100, Fort Lauderdale, FL 33322 Phone: (954) 341-1111 • Fax: (954) 341-1112			
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MATCH LINE SEE SHEET: L-7A

MATCH LINE SEE SHEET: L-9A



*PAVER NOTE: NEW PAVER AREAS SHALL USE EXISTING PAVERS REMOVED FROM MEDIANS. CONTRACTOR SHALL REMOVE PAVERS CAREFULLY, CLEAN PAVERS AND STORE FOR RE-USE IN NEW PAVER AREAS.

NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS	
DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE NO. 1181

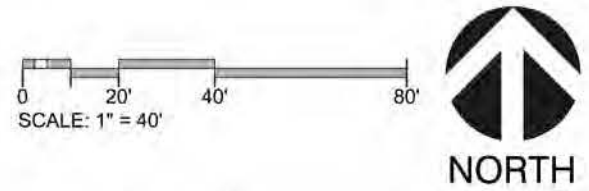
 **Calver, Giordano & Associates, Inc.**
Landscape Architecture

DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
810	BROWARD	N/A

**WEST HILLSBORO BLVD.
PLANTING PLAN**

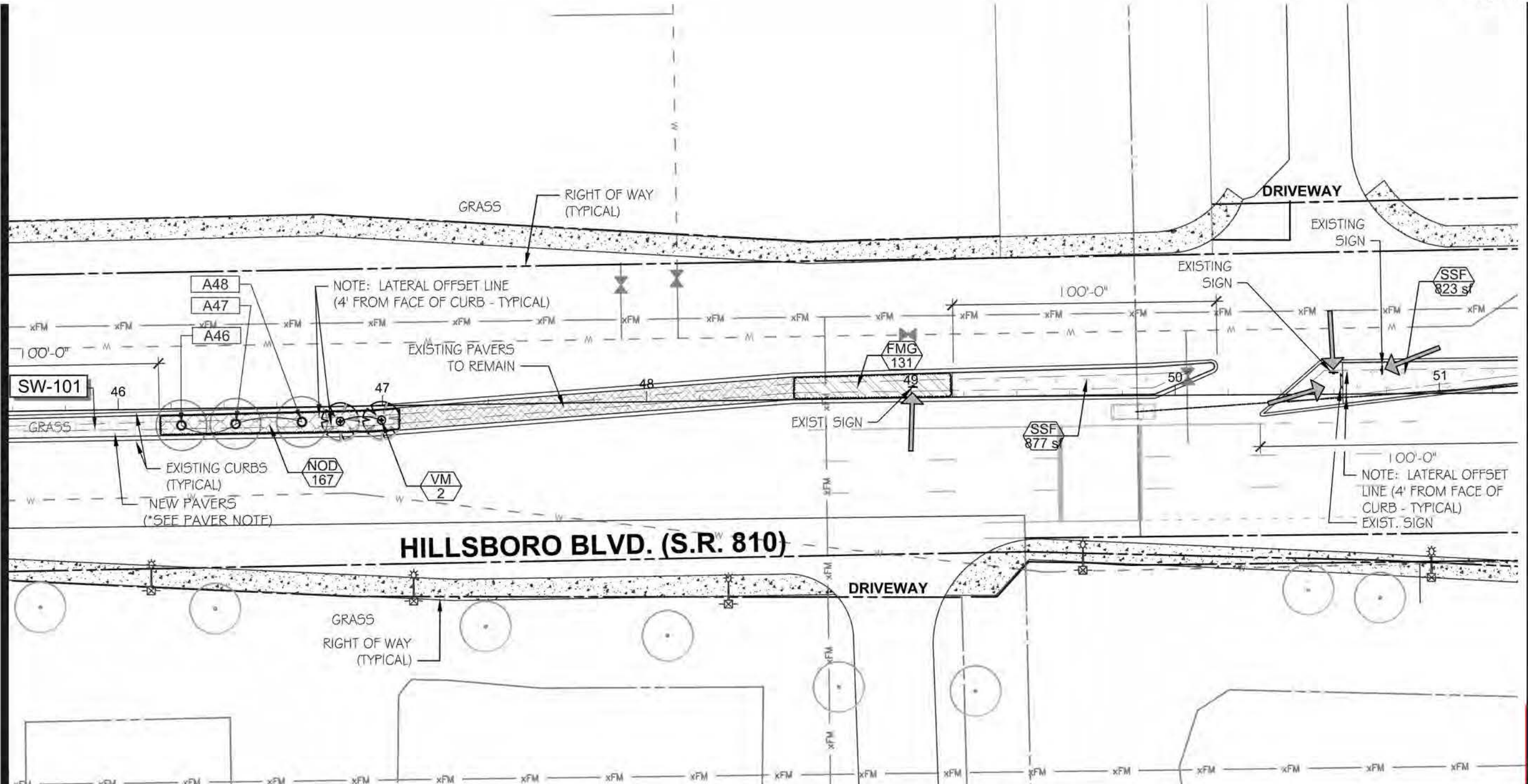
SHEET NO.
L-8A

11/15/2023



MATCH LINE SEE SHEET: L-8A

MATCH LINE SEE SHEET: L-10A



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NOTE: SEE SHEET LN-8A FOR IRRIGATION NOTES

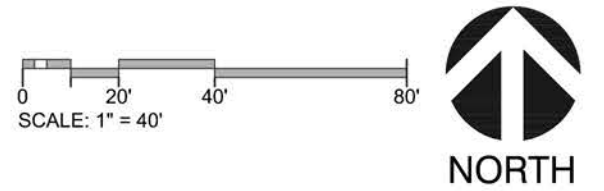
F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

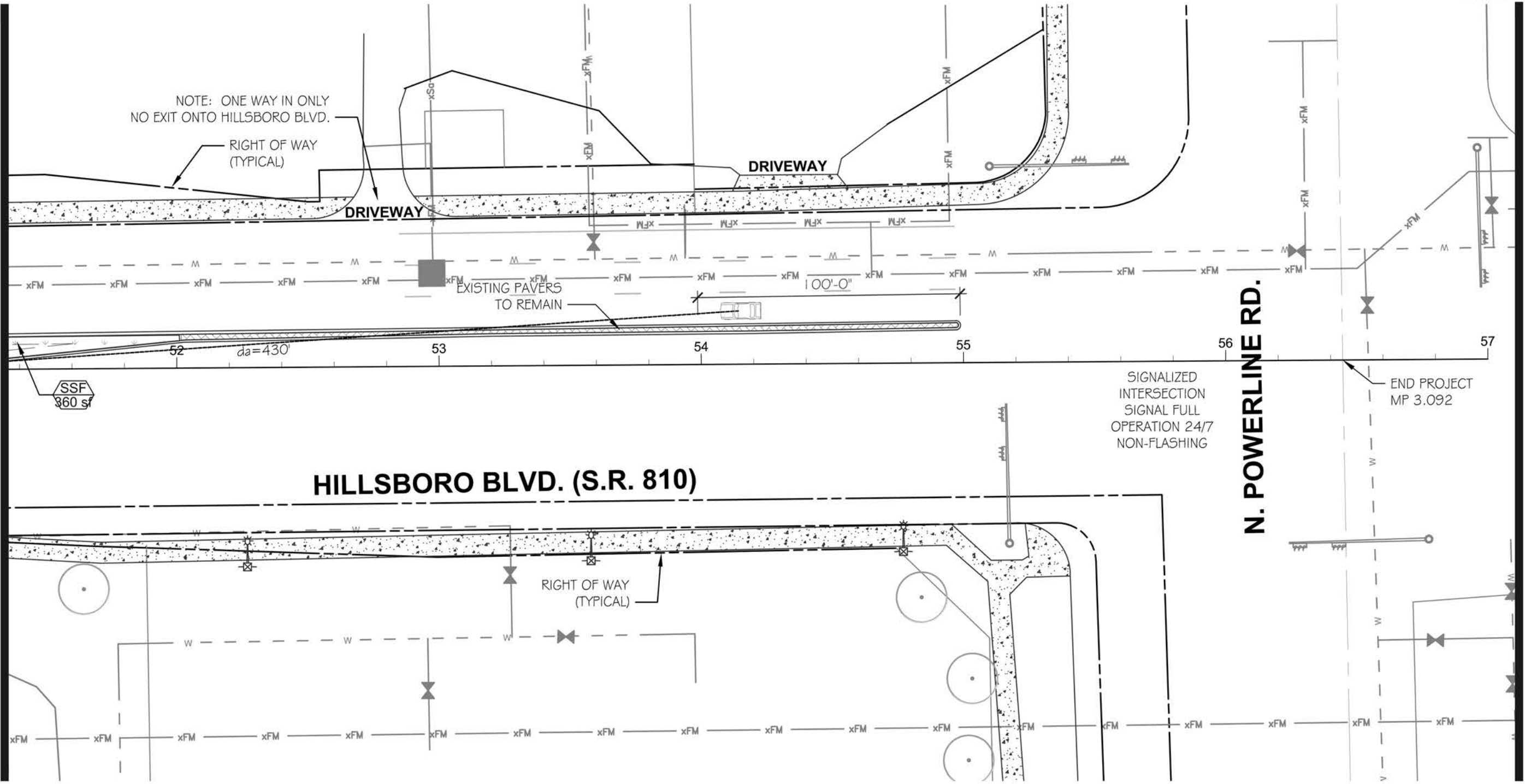
REVISIONS		LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No 1181		DEERFIELD BEACH - ENTRANCE MEDIANS		WEST HILLSBORO BLVD. PLANTING PLAN	SHEET NO. L-9A
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
				810	BROWARD		

Calver, Glendon & Associates, Inc.
Landscape Architecture

FINANCIAL PROJECT ID
N/A



MATCH LINE SEE SHEET: L-9A

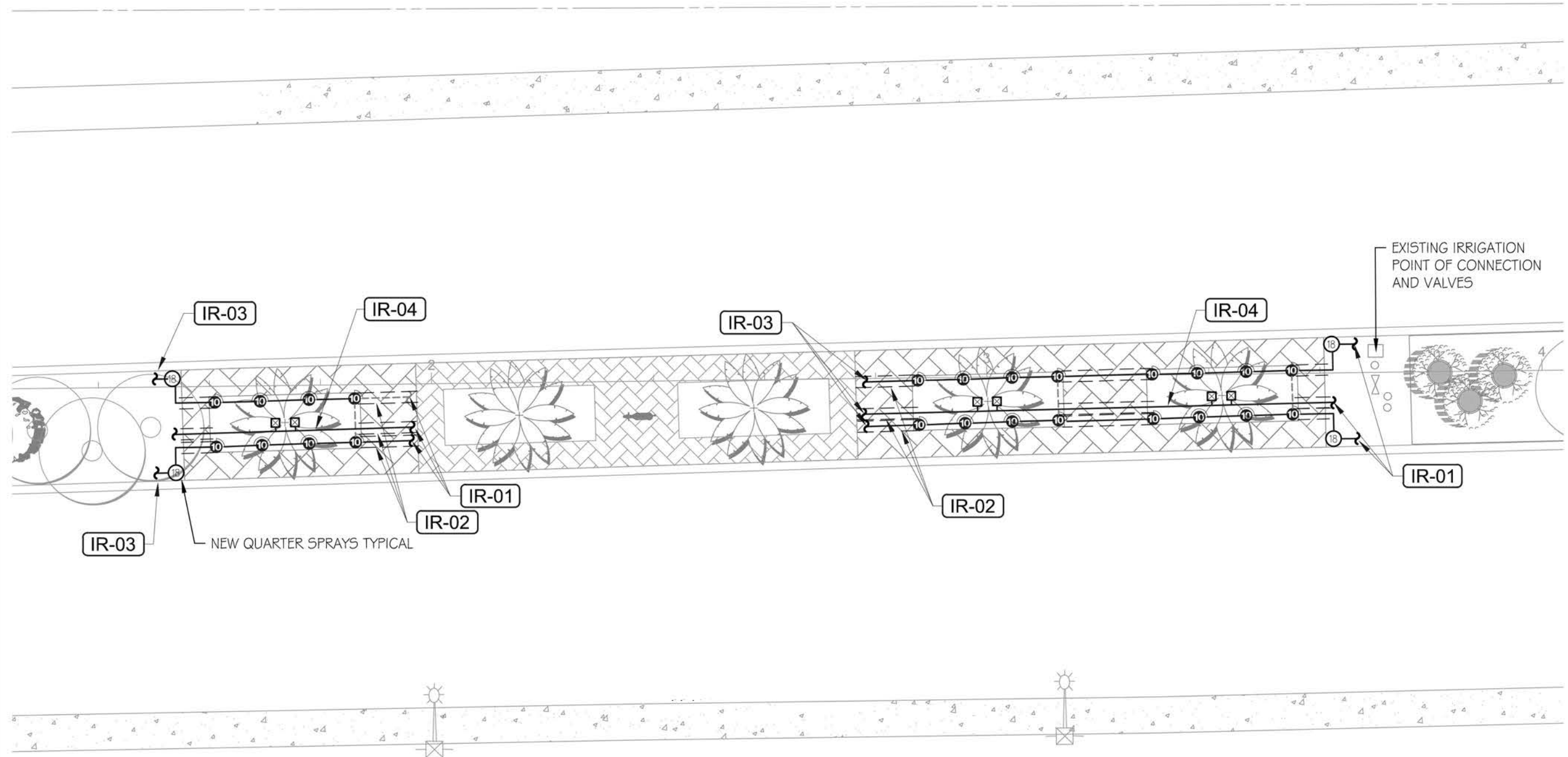


END OF PROJECT

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

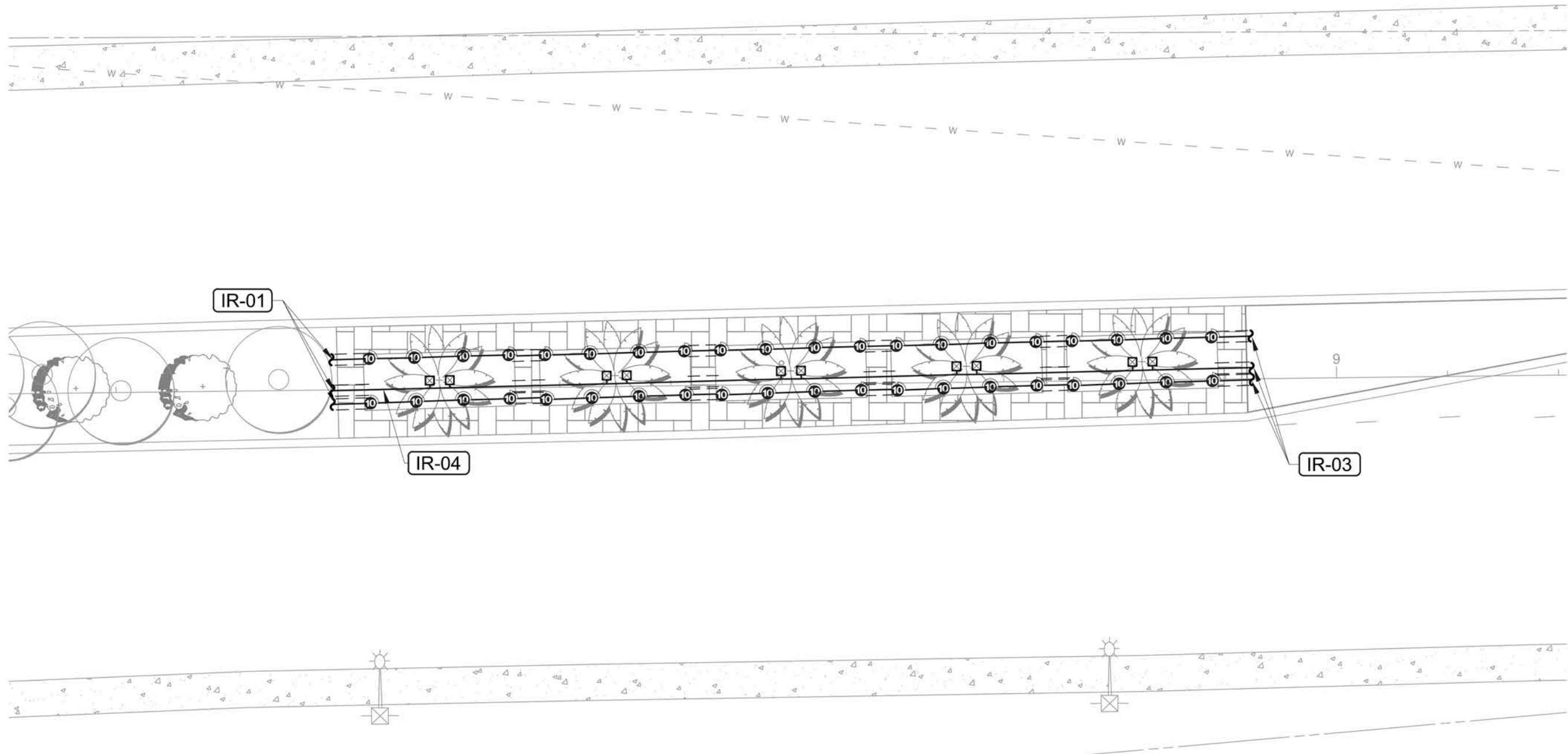
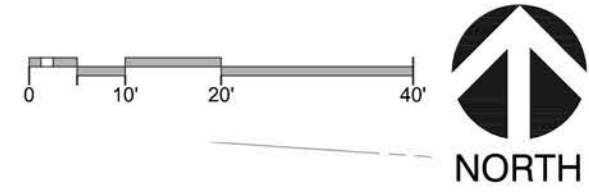
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. PLANTING PLAN	SHEET NO. L-10A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		



- IRRIGATION NOTES:
- SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 - SEE SHEET IR-3A FOR IRRIGATION SCHEDULE AND TYPICAL IRRIGATION NOTES FOR SHEETS IR-1A AND IR-2A.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181 Calvin, Giordano & Associates, Inc. A SAFEBUILT COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION PLAN	SHEET NO. IR-1A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		



- IRRIGATION NOTES:
1. SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 2. SEE SHEET IR-3A FOR IRRIGATION SCHEDULE AND TYPICAL IRRIGATION NOTES FOR SHEETS IR-1A AND IR-2A.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION PLAN	SHEET NO. IR-2A
DATE	DESCRIPTION	DATE	DESCRIPTION					
				ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				810	BROWARD	N/A		

IRRIGATION SCHEDULE (SHEETS IR-1 AND IR-2)

<u>SYMBOL</u>	<u>MANUFACTURER/MODEL</u>	<u>QTY</u>	<u>ARC</u>	<u>PSI</u>	<u>GPM</u>	<u>RADIUS</u>
10	Rain Bird 1812-SAM-PRS 10H	32	180	30	0.79	10'
10	Rain Bird 1812-SAM-PRS 10Q	32	90	30	0.39	10'
☒	Rain Bird 1800-1300AF Flood F	16	360	30	1.7	3'
<u>SYMBOL</u>	<u>MANUFACTURER/MODEL/DESCRIPTION</u>	<u>QTY</u>				
—————	Irrigation Lateral Line: PVC Schedule 40	971.0 l.f.				
=====	Pipe Sleeve: PVC Schedule 40	245.7 l.f.				

Valve Callout

#

#"

#

Valve Number

Valve Flow

Valve Size

TYPICAL IRRIGATION NOTES:

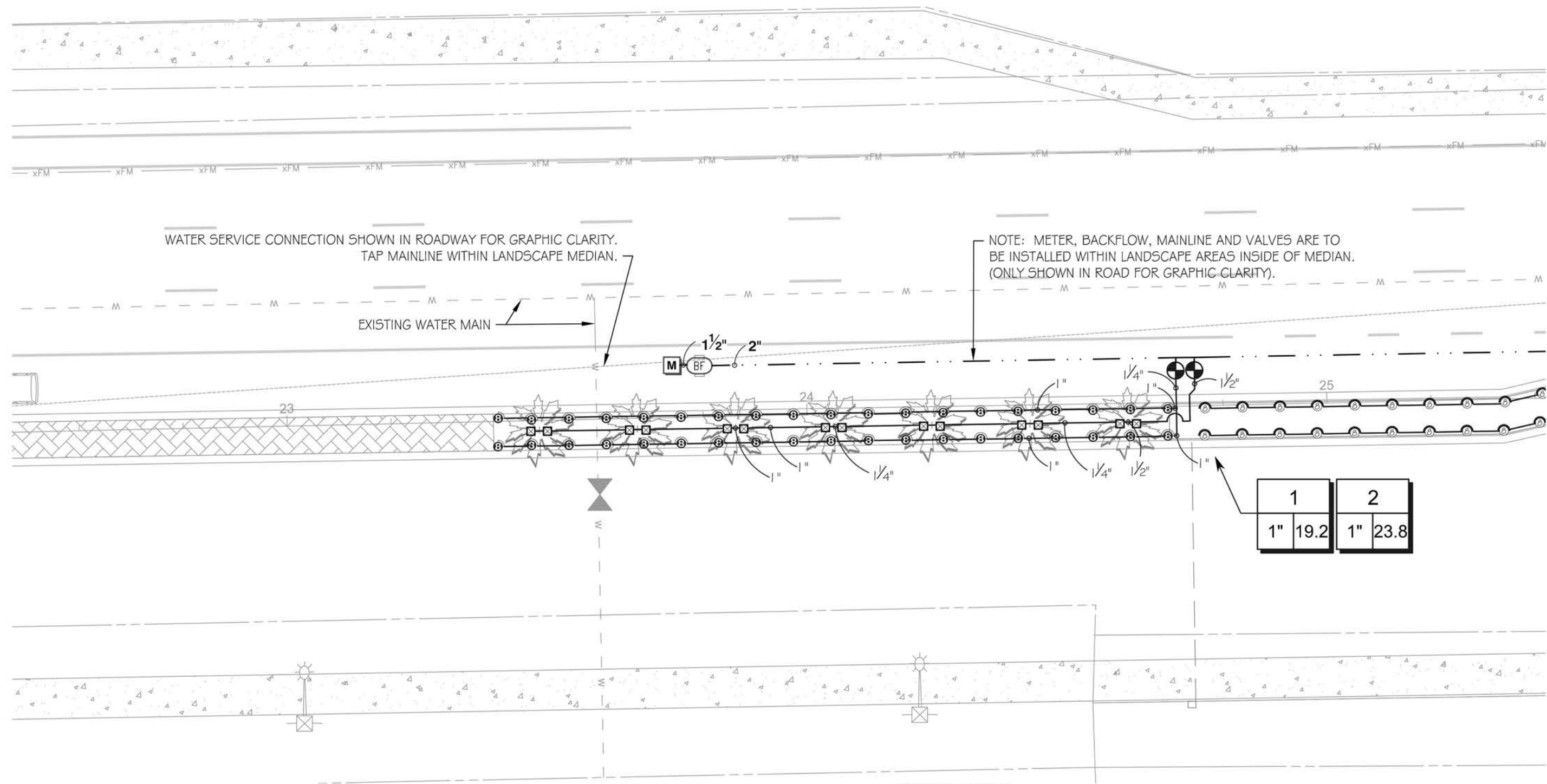
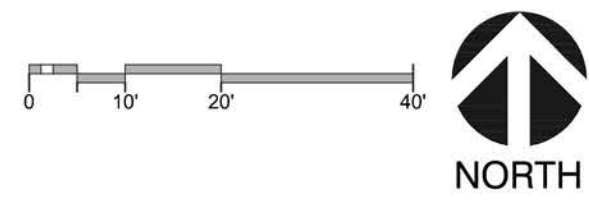
SYMBOL	GENERAL DESCRIPTION
IR-01	CONNECT NEW LATERALS TO EXISTING SYSTEM, MATCH PIPE SIZE TO EXISTING PIPE SIZES. NOTE: EXISTING CONDITIONS ARE UNKNOWN, CONTRACTOR SHALL VERIFY THE ACTUAL PIPE RUNS, LOCATIONS, NUMBER AND SIZES OF PIPES. IRRIGATION PLAN IS SCHEMATIC TO SHOWING HEAD PLACEMENT FOR NEW AREAS AND POSSIBLE EXISTING PIPE LOCATIONS.
IR-02	CONNECT NEW SLEEVES TO EXISTING SLEEVES FROM CUT-OUT TO NEW CUT-OUT LOCATION (TYPICAL).
IR-03	CONTINUE LATERALS TO EXISTING LATERALS, NOTE: LAYOUT IS SCHEMATIC, CONTRACTOR SHALL MAINTAIN WATER DISTRIBUTION TO ALL SPRAYS IN EXISTING ZONE.
IR-04	CONNECT NEW BUBBLERS TO EXISTING BUBBLER ZONE (IF EXISTING).

- IRRIGATION NOTES:
- 1. SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 - 2. SEE SHEETS IR-1A AND IR-2A FOR IRRIGATION LAYOUT OF NEW IRRIGATED AREAS.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

REVISIONS				DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION SCHEDULE & NOTES	SHEET NO. IR-3A
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				810	BROWARD	N/A		



WATER SERVICE CONNECTION SHOWN IN ROADWAY FOR GRAPHIC CLARITY.
TAP MAINLINE WITHIN LANDSCAPE MEDIAN.

NOTE: METER, BACKFLOW, MAINLINE AND VALVES ARE TO
BE INSTALLED WITHIN LANDSCAPE AREAS INSIDE OF MEDIAN.
(ONLY SHOWN IN ROAD FOR GRAPHIC CLARITY).

- IRRIGATION NOTES:
- 1. SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 - 2. SEE SHEET IR-9A FOR IRRIGATION SCHEDULE OF NEW SYSTEMS FOR SHEETS IR-4A THRU IR-8A.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

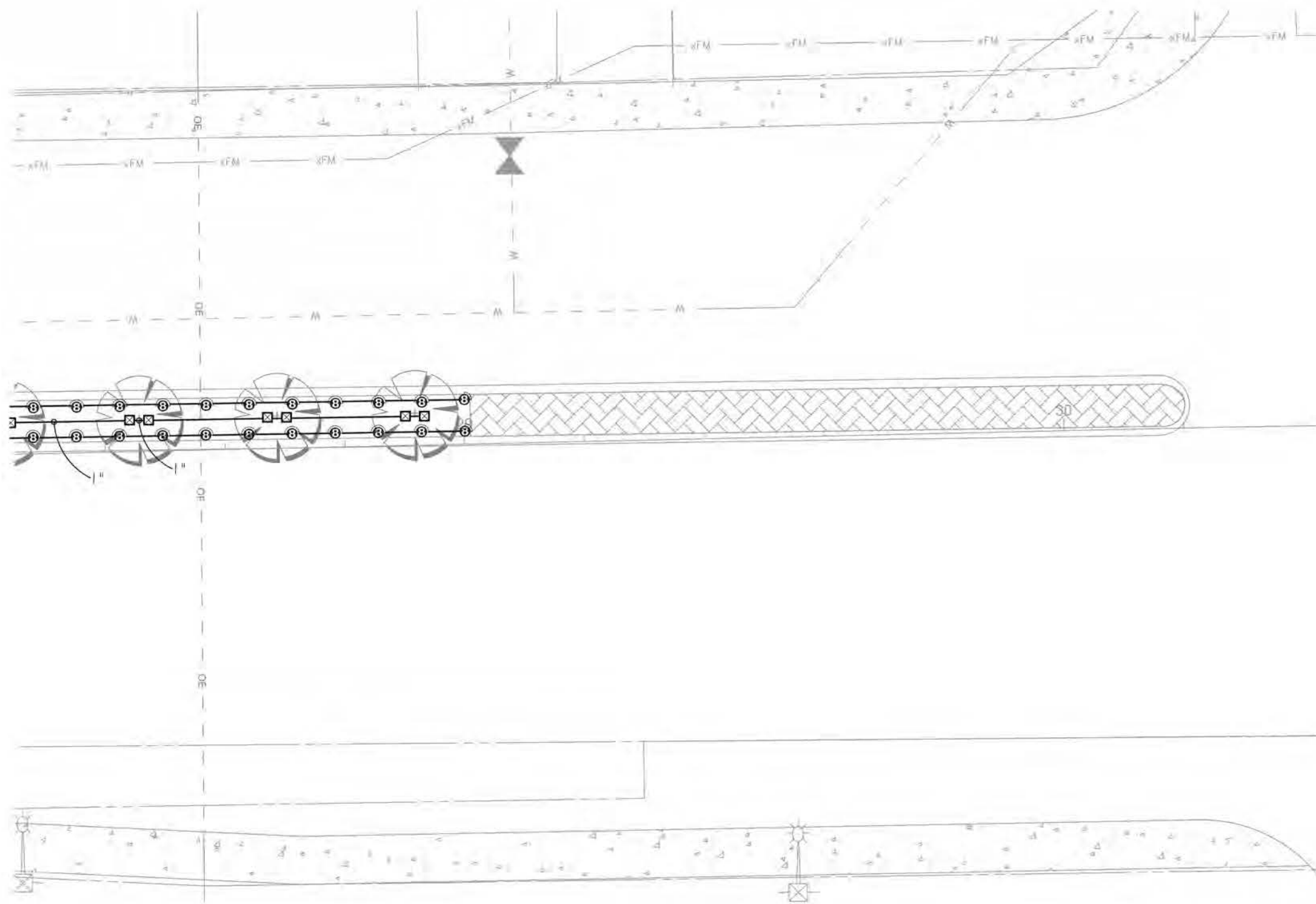
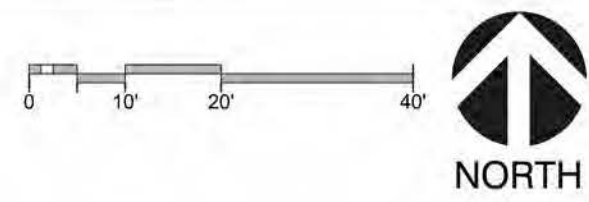
11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION PLAN		SHEET NO. IR-4A
DATE	DESCRIPTION	DATE	DESCRIPTION							
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					810	BROWARD	N/A			



F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	 Calvin, Giordano & Associates, Inc. A SAFETYBUILT COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.923.7791 • Fax: 954.922.8807	DEERFIELD BEACH - ENTRANCE MEDIANS <table><tr><th>ROAD NO.</th><th>COUNTY</th><th>FINANCIAL PROJECT ID</th></tr><tr><td>810</td><td>BROWARD</td><td>N/A</td></tr></table>			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	810	BROWARD	N/A	WEST HILLSBORO BLVD. IRRIGATION PLAN		SHEET NO.
ROAD NO.	COUNTY	FINANCIAL PROJECT ID															
810	BROWARD	N/A															
DATE	DESCRIPTION	DATE	DESCRIPTION	IR-5A													



- IRRIGATION NOTES:
- 1. SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 - 2. SEE SHEET IR-9A FOR IRRIGATION SCHEDULE OF NEW SYSTEMS FOR SHEETS IR-4A THRU IR-8A.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

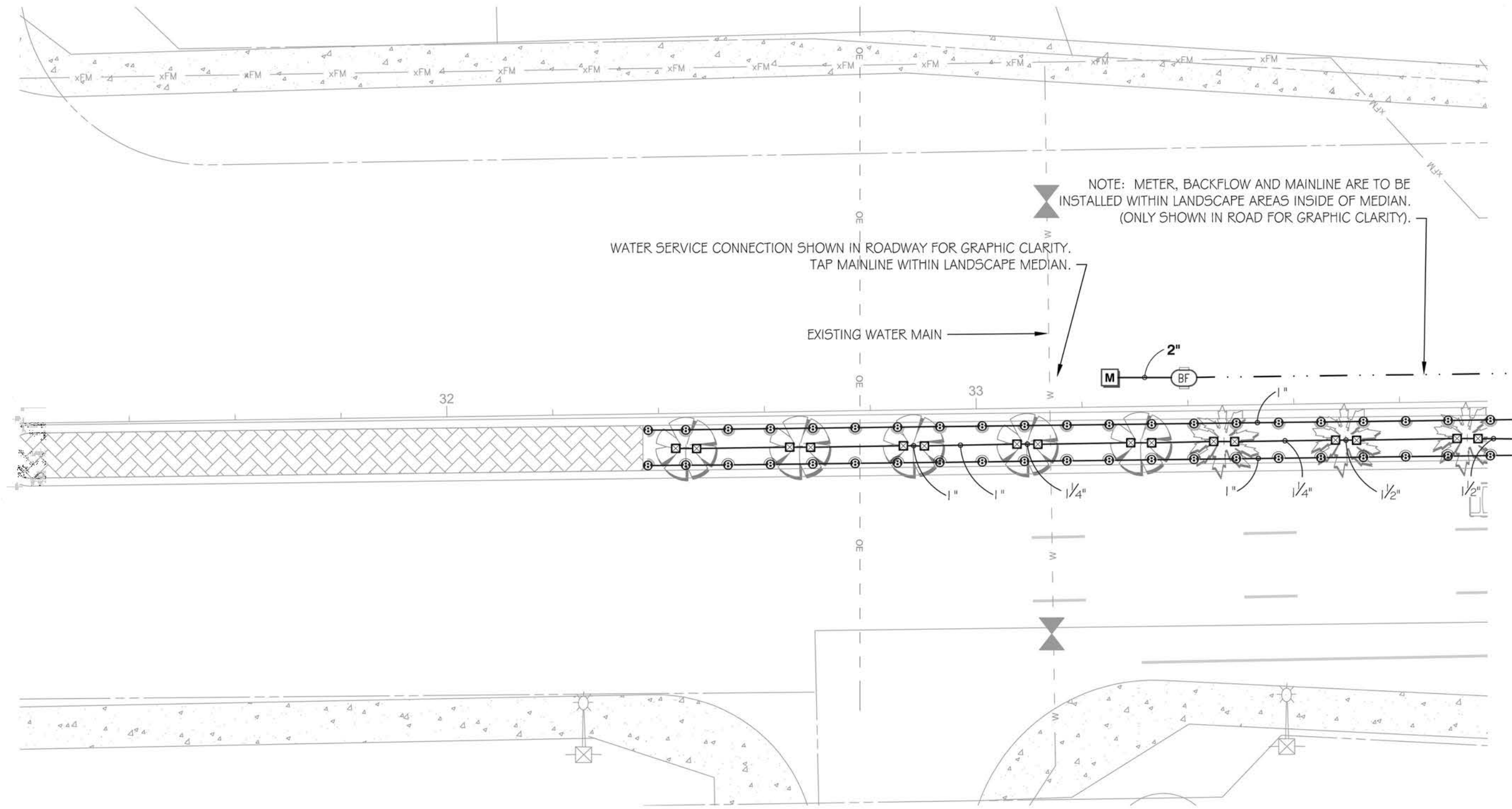
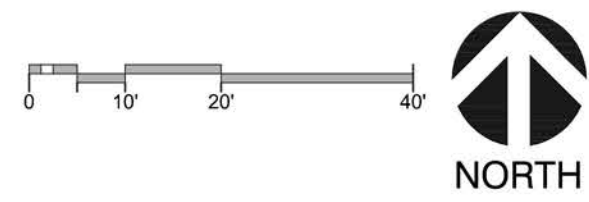
11/15/2023

REVISIONS				DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION PLAN		SHEET NO. IR-6A
DATE	DESCRIPTION	DATE	DESCRIPTION						
				ROAD NO. COUNTY FINANCIAL PROJECT ID					
				810 BROWARD N/A					

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181



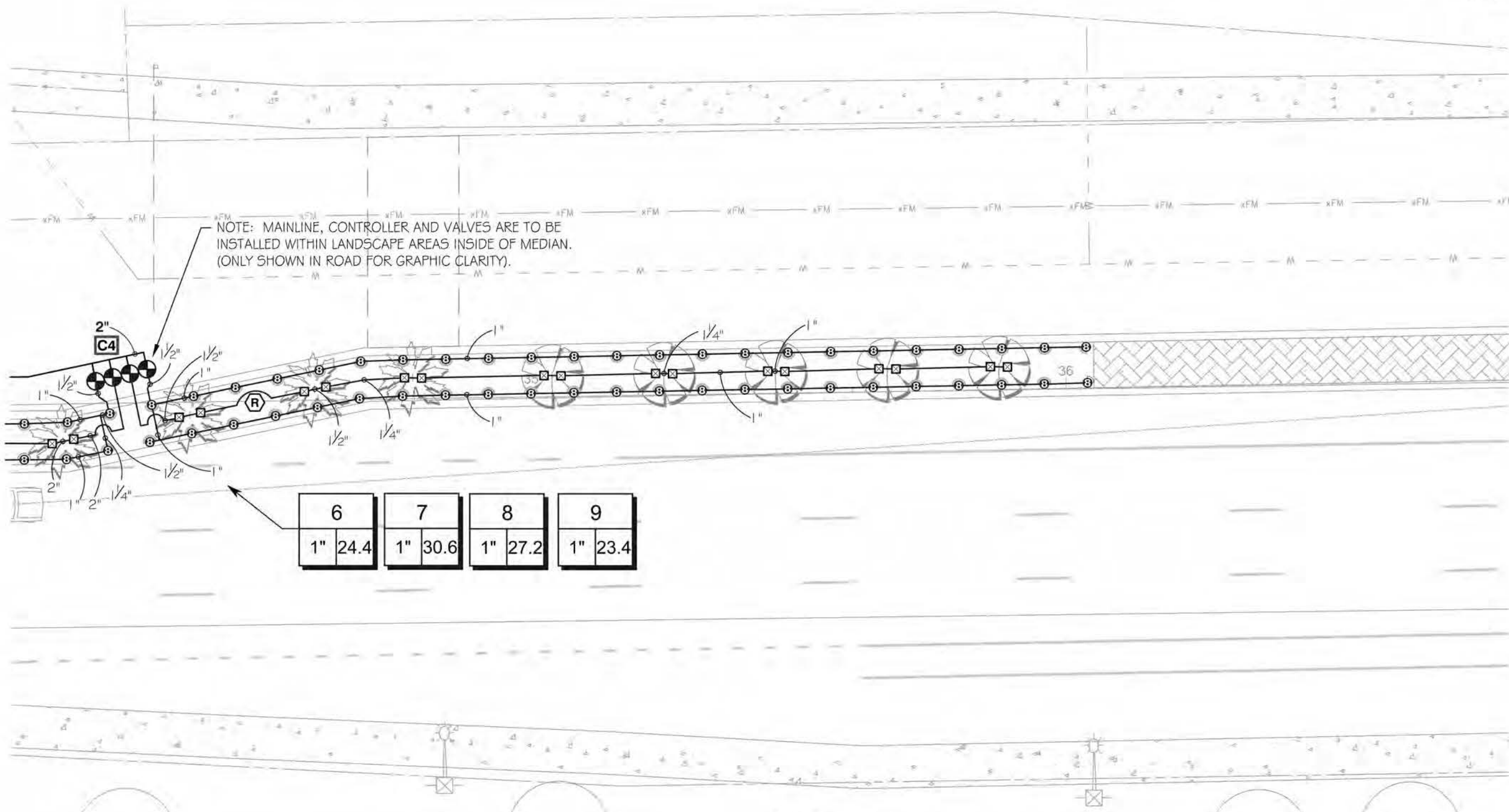
Calvin, Giordano & Associates, Inc.
A Landscape Specialist
10000 E. 11th Ave., Suite 200, Fort Lauderdale, FL 33304
Phone: (954) 577-7777 • Fax: (954) 577-9999



- IRRIGATION NOTES:
- 1. SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 - 2. SEE SHEET IR-9A FOR IRRIGATION SCHEDULE OF NEW SYSTEMS FOR SHEETS IR-4A THRU IR-8A.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION PLAN	SHEET NO. IR-7A
DATE	DESCRIPTION	DATE	DESCRIPTION						
				  Calvin, Giordano & Associates, Inc. A SAFETI/ULI COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					810	BROWARD	N/A		



6	7	8	9
1" 24.4	1" 30.6	1" 27.2	1" 23.4

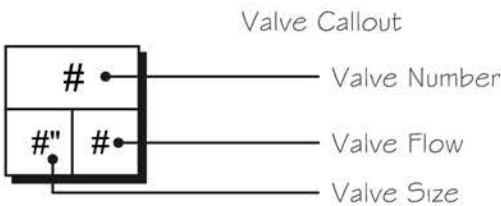
- IRRIGATION NOTES:
- SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 - SEE SHEET IR-9A FOR IRRIGATION SCHEDULE OF NEW SYSTEMS FOR SHEETS IR-4A THRU IR-8A.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

REVISIONS				DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION PLAN	SHEET NO. IR-8A
DATE	DESCRIPTION	DATE	DESCRIPTION					
				85 Calvin, Giordano & Associates, Inc. A Safford Company				
				ROAD NO. 810 COUNTY BROWARD FINANCIAL PROJECT ID N/A				

IRRIGATION SCHEDULE NEW SYSTEMS (SHEETS IR-4 THRU IR-8)

<u>SYMBOL</u>	<u>MANUFACTURER/MODEL</u>	<u>QTY</u>	<u>ARC</u>	<u>PSI</u>	<u>GPM</u>	<u>RADIUS</u>	<u>DETAIL</u>
	Rain Bird 1806-SAM-PRS 08H	48	180	30	0.52	8'	9/IR-14A
	Rain Bird 1812-SAM-PRS 08H	196	180	30	0.52	8'	8/IR-14A
	Rain Bird 1812-SAM-PRS 08Q	8	90	30	0.26	8'	8/IR-14A
	Rain Bird 1800-1300AF Flood F	72	360	30	1.7	3'	7/IR-14A
<u>SYMBOL</u>	<u>MANUFACTURER/MODEL/DESCRIPTION</u>	<u>QTY</u>					<u>DETAIL</u>
	Rain Bird PEB 1 in., 1-1/2 in., 2 in. Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	9					5/IR-13A
	Zurn 720A 1-1/2" Pressure Vacuum Breaker	2					3/IR-11A
	K-Rain BL-KR4 4 station battery powered bluetooth controller	1					4/IR-12A
	K-Rain BL-KRG 6 station battery powered bluetooth controller	1					4/IR-12A
	Hunter MINI-CLIK-C Rain Sensor, with 1/2 in. female thread at bottom for conduit installation, mount as noted	2					6/IR-14A
	Water Meter 1-1/2" New Tap & Meter per Broward County, minimum water service line of 1-1/2" I.D.	2					
	Irrigation Lateral Line: PVC Schedule 40	2,647 l.f.					2/IR-10A
	Irrigation Mainline: PVC Schedule 40	401.0 l.f.					2/IR-10A



- IRRIGATION NOTES:
- SEE SHEET LN-8A FOR GENERAL IRRIGATION NOTES
 - SEE SHEETS IR-4A THRU IR-8A FOR IRRIGATION LAYOUTS.

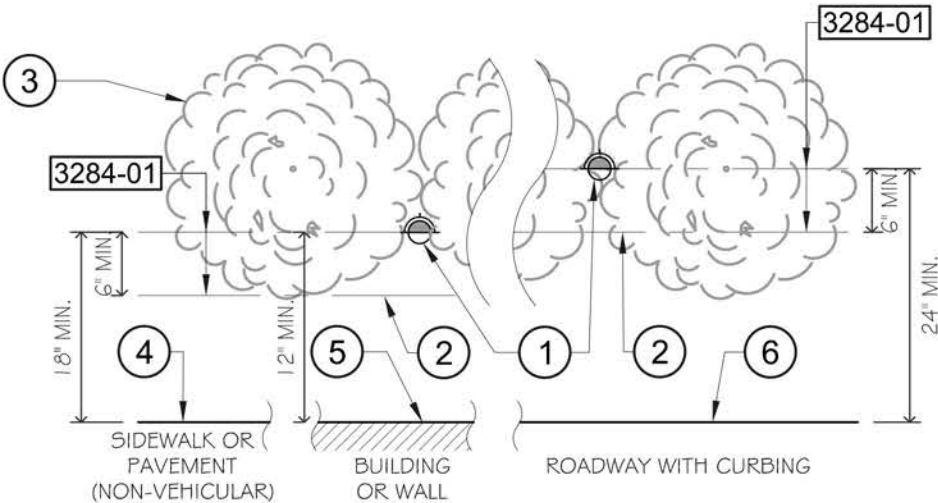
F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

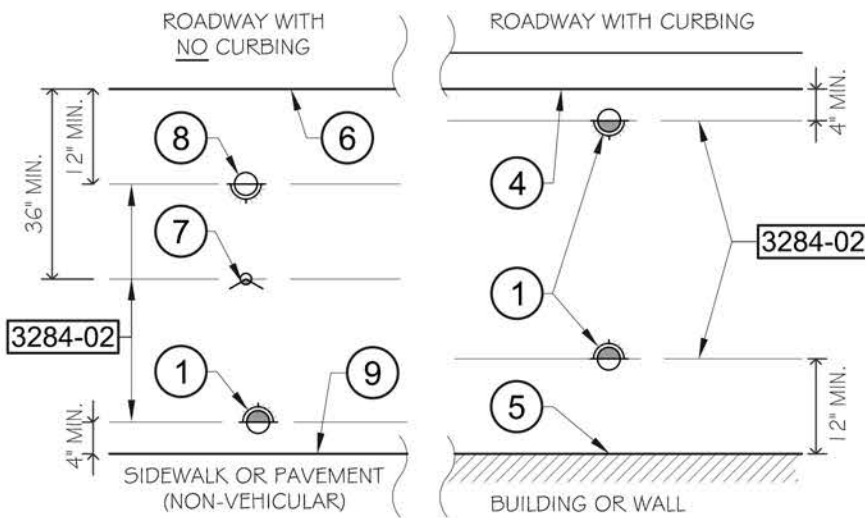
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181	DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION SCHEDULE	SHEET NO. IR-9A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				  Calvin, Giordano & Associates, Inc. A SAFETIbuilt COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807	810	BROWARD	N/A		

KEYNOTE SCHEDULE

CODE	32 EXTERIOR IMPROVEMENTS
3282-15	FINAL BACKFILL FOR TRENCHES SHALL BE COMPACTED AS FOLLOWS: (A) AREAS UNDER NEW PAVEMENT (WALKS, ROADS, CURBS OR PADS), OR WITHIN 2' (FEET) OF THE EDGE OF PAVEMENT SHALL BE COMPACTED AND RESTORED AS PER THE CIVIL DRAWINGS AND SPECIFICATIONS. IF THE CIVIL DRAWINGS AND SPECIFICATIONS DO NOT SPECIFY COMPACTION A MINIMUM OF 95% OR GREATER OF MAXIMUM DRY DENSITY STANDARD PROCTOR COMPACTION SHALL BE REQUIRED. (B) LANDSCAPE AREAS SHALL BE COMPACTED BETWEEN 85 AND 90% OF MAXIMUM DRY DENSITY STANDARD PROCTOR, OR AS SPECIFIED IN THE "PLANTING SOIL" SPECIFICATIONS. (C) THERE SHALL BE NO TRENCHES THROUGH EXISTING PAVED SURFACES.
3282-20	SLEEVE BELOW ALL HARDSCAPE ELEMENTS (PAVED SURFACES, ROADWAYS, WALKS, CONCRETE PADS, PAVERS, COMPACTED ROAD ROCK, ETC.), OR AS SHOWN ON PLAN WITH SCH40 PVC FOR SLEEVES UP TO 6" I.D. OR PR160 PIPE FOR SLEEVES GREATER THAN 8" I.D. THE SLEEVE DIAMETER SHALL BE A MINIMUM OF TWO PIPE SIZES LARGER THAN THE DIAMETER OF THE PIPE OR THE WIRE BUNDLE TRAVELING WITHIN IT. DIRECT BURIAL WIRE SHALL BE SLEEVED SEPARATELY FORM MAINLINE BELOW HARDSCAPE. NO SLEEVE SIZE SHALL LESS THAN 2" INSIDE DIAMETER. THE DEPTH OF COVER (D.O.C.) FOR THE SLEEVE SHALL BE BASED ON THE "MINIMUM DEPTH OF COVER SCHEDULE" LOCATED IN THE IRRIGATION TRENCH DETAIL. DETERMINE D.O.C. FOR THE SLEEVE BASED ON THE SLEEVE PIPE SIZE (I.D.), DO NOT USE THE DIAMETER OF PIPE TRAVELING INSIDE OF IT. ALL ROADWAY CROSSINGS IN EXISTING PAVEMENT SHALL BE DIRECTIONAL BORING, UNLESS WRITTEN PERMISSION HAS BEEN GRANTED FOR ROADWAY CUTTING. ALL EXISTING PAVEMENT, CURBING & ROADWAY DAMAGED OR CUT WHILE SLEEVEING SHALL BE REPAIRED OR REPLACED WITH EQUIVALENT MATERIALS AND FINISHES TO MATCH EXISTING. ALL SLEEVES SHALL BE SEALED WITH PIPE JOINT CEMENT AND A PVC SCH. 40 SLEEVE CAP, IF NOT USED PRIOR TO COVERING. IMMEDIATELY MARK SLEEVE LOCATIONS, WITH A 'SLEEVE MARKER' BY PLACING A 2" PVC SCH 40 PIPE (LENGTH EQUAL TO THE DEPTH OF COVER) VERTICALLY OVER SLEEVE END CAP WITH A YELLOW RAINBIRD 6300 PVC END CAP (TOP OF CAP 1" ABOVE FINISH GRADE & CEMENTED TO VERTICAL PVC PIPE).
3282-21	ALL IRRIGATION SLEEVES WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE INSTALLED AS PER FLORIDA DEPARTMENT OF TRANSPORTATION(FDOT) DESIGN STANDARDS INDEX NO. 17721-CONDUIT INSTALLATION DETAILS AND SECTION 555 'DIRECTIONAL BORE' OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION JULY 2017.
3284-01	Shrub sprays & rotors installed on above ground risers (or where spray heads remain above ground when not in use) shall maintain the following clearances: 24" from edge of roadway; 18" from sidewalk; 12" from buildings or walls; as well as maintain a minimum of 6" cover within plant mass.
3284-02	Lawn sprays & rotors shall be installed, in such a way as to be flush with the grade when not in use & shall maintain the following clearances: 12" min. from uncurbed roadways or other vehicular use areas (except for rotors which shall be 48" from edge of pavement); 4" from curbed roadways, measured from back of curb; 4" from sidewalks, 12" from buildings and walls.



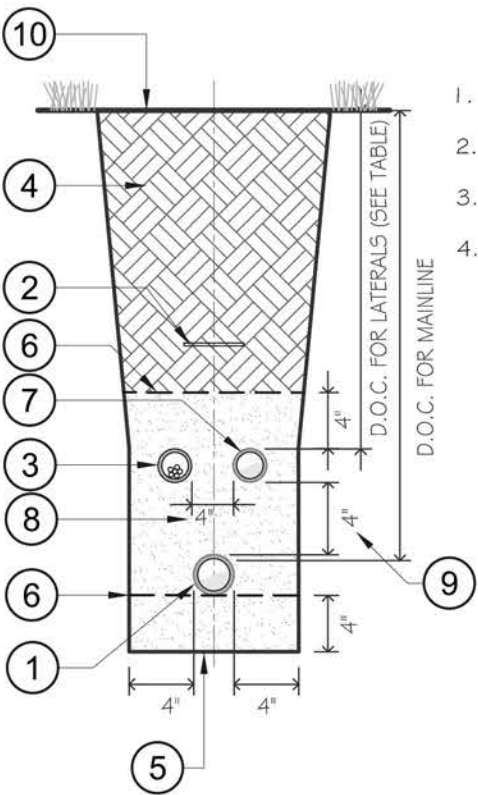
LAYOUT FOR SHRUB SPRAY HEADS ON RISERS



LAYOUT FOR LAWN SPRAYS

- 1 SPRAY HEAD: SHRUB SPRAY, POP-UP OR ROTOR ON RISER (SEE PLANS & SCHEDULE FOR TYPE)
- 2 SPRAY HEAD SHALL BE PLACED A MINIMUM OF 6" WITHIN SHRUB MASS
- 3 TYPICAL SHRUB
- 4 BACK OF CURB, SIDEWALK, OR EDGE OF PAVEMENT (NON-VEHICULAR)
- 5 OUTSIDE EDGE OF WALL
- 6 EDGE OF PAVEMENT (VEHICULAR USE)
- 7 ROTORS SHALL BE INSTALLED 36" FROM EDGE OF PAVEMENT WHEN ROADWAY HAS NO CURB.
- 8 TURF SPRAY SHALL BE INSTALLED 12" FROM EDGE OF PAVEMENT WHEN ROADWAY HAS NO CURB.
- 9 EDGE OF WALK OR NON-VEHICULAR USE PAVEMENT

1 IRRIGATION HEAD LAYOUT DETAIL



- 1. D.O.C. = DEPTH OF COVER, REFER TO TABLE BELOW
- 2. ALL DIMENSIONS SHOWN ARE MINIMUM REQUIREMENTS.
- 3. ALL PIPE & WIRE BENEATH PAVED SURFACES MUST BE SLEEVED.
- 4. 'D' = PIPE SAND BEDDING AND/OR INITIAL BACKFILL COVER.

MINIMUM DEPTH OF COVER FOR MAINLINE	
PIPE SIZE (I.D.)	D.O.C.
1 1/2" TO 2 1/2"	24"
3" TO 4"	30"
6" AND LARGER	36"

MINIMUM DEPTH OF COVER FOR LATERALS	
PIPE SIZE (I.D.)	D.O.C.
3/4" TO 1 1/4"	12"
1 1/2" TO 2"	18"
2 1/2" TO 3"	24"
4" TO 5"	30"

- 1 IRRIGATION MAIN LINE, SIZE PER PLAN
- 2 IDENTIFICATION TAPE: APPROVED DETECTABLE PIPE LOCATOR TAPE SHALL BE INSTALLED DIRECTLY ABOVE IRRIGATION WATER MAIN. TAPE SHALL NOT BE DEEPER THAN 24" BELOW FINISHED GRADE WITH A MINIMUM OF 6" ABOVE WATER MAIN. CONTRACTOR SHALL CONTACT OWNER/OWNER'S REPRESENTATIVE FOR APPROVAL.
- 3 LOW VOLTAGE CONTROLLER WIRE IN CONDUIT (SCH 40 GREY PVC U.L. APPROVED), SOLVENT WELD JOINTS, SEE IRRIGATION NOTES & SPECIFICATIONS FOR SIZE. (MIN. 18" D.O.C.)
- 4 SALVAGED EXCAVATED FILL COMPACTED TO ORIGINAL DENSITY, WITH ALL SHARP OBJECTS, ROCKS, STONES OF 3/4" DIAMETER OR GREATER REMOVED PRIOR TO BACK FILLING (TYP.)
- 5 BOTTOM OF TRENCH
- 6 INITIAL BACKFILL & BEDDING TO BE CLEAN, COARSE SAND PLACED IN LIFTS AND MECHANICALLY COMPACTED TO 95% MAXIMUM DRY DENSITY STANDARD PROCTOR WITH A MINIMUM OF 4" BEDDING AND 4" COVER.
- 7 RIGATION LATERAL, SIZE PER PLAN
- 8 MAINTAIN A MINIMUM OF 4" (INCHES) HORIZONTAL SEPARATION BETWEEN PIPES.
- 9 MAINTAIN A MINIMUM OF 4" (INCHES) VERTICAL SEPARATION BETWEEN PIPES.
- 10 FINISH GRADE

REFER TO KEYNOTES SCHEDULE 3282-15 3282-20 3282-21 FOR MANUFACTURER CONTACT:

2 TYPICAL IRRIGATION TRENCH DETAIL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181

GA **85** Calvin, Giordano & Associates, Inc. A SAFEBUILD COMPANY

1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316
Phone: 954.921.7781 • Fax: 954.921.8807

DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
810	BROWARD	N/A

WEST HILLSBORO BLVD. IRRIGATION DETAILS		SHEET NO.
		IR-10A

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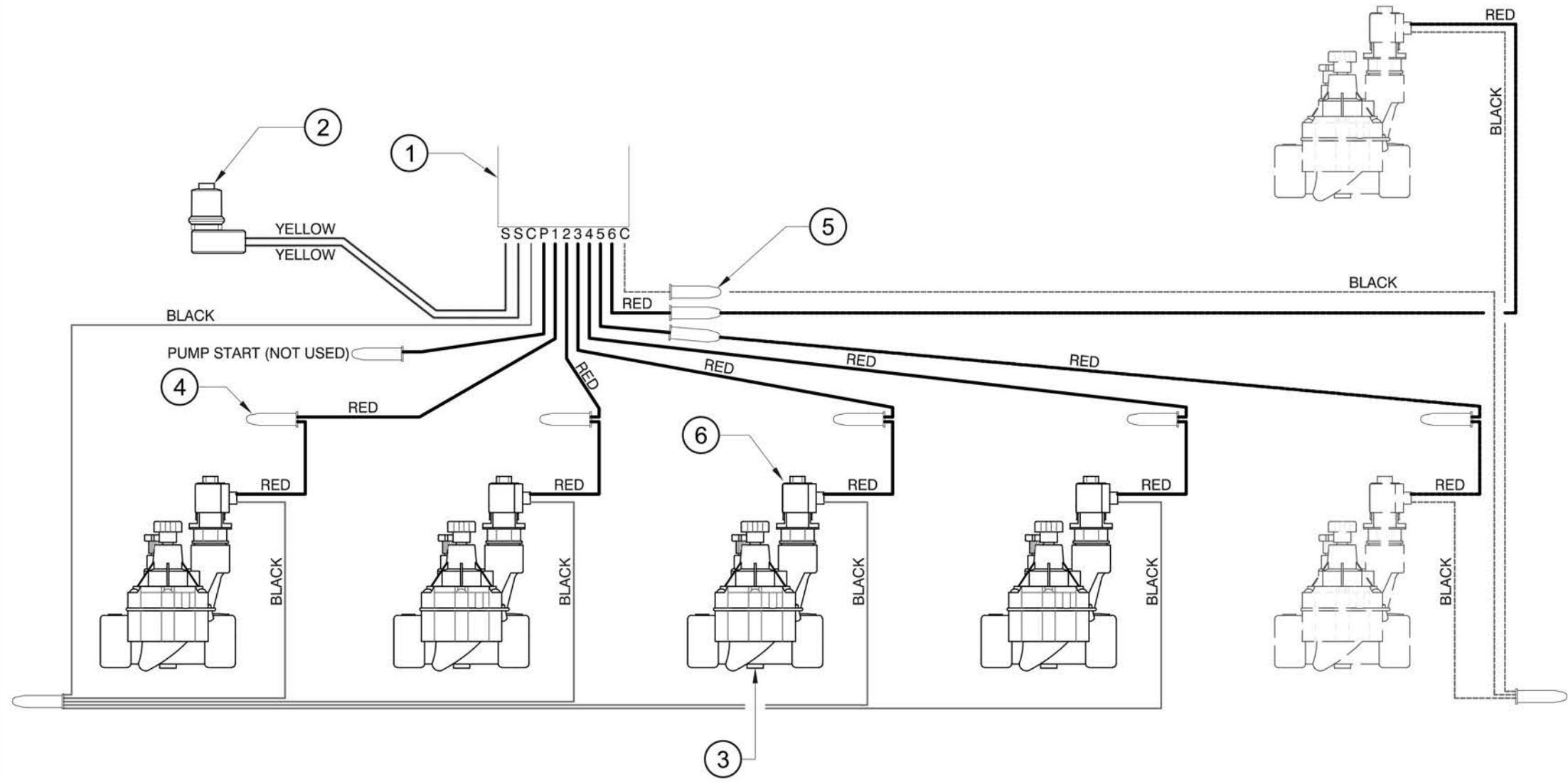
- CONTRACTOR SHALL HAVE BACK FLOW PREVENTER TESTED AND CERTIFIED AFTER INSTALLATION BY A CERTIFIED BACK FLOW PREVENTER TECHNICIAN, PRIOR TO OPERATING IRRIGATION SYSTEM.
- ALL ABOVE GROUND PIPE & FITTINGS SHALL BE PAINTED BLACK.
- FLUSH SUPPLY LINE OF ALL FOREIGN MATERIAL PRIOR TO INSTALLING P.V.B.
- TEST COCKS ON P.V.B. SHALL BE ACCESSIBLE TO ALLOW CONNECTION OF TEST UNIT.
- MAINLINE SHALL BE BURIED AS SPECIFIED IN TRENCHING DETAIL.
- CONTRACTOR SHALL REFER TO IRRIGATION PLAN & SCHEDULE FOR ALL PIPE SIZING AND MATERIAL SPECIFICATIONS.
- REFER TO IRRIGATION SCHEDULE FOR P.V.B. MODEL
- THIS DETAIL DOES NOT REFLECT ALL INSTALLATION REQUIREMENTS, INSTALLER SHALL ALSO REFER TO MANUFACTURER'S SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS/RECOMMENDATIONS.

NTS

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION DETAILS		SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			IR-11A	
								Calvin, Giordano & Associates, Inc. A SAFARIWORK COMPANY 1800 Elder Drive, Suite 600, Fort Lauderdale, FL 33326 Phone: 954.921.7781 • Fax: 954.921.8807	810	BROWARD	N/A	



- ① K-RAIN BL-KR BATTERY OPERATED CONTROLLER (2, 4 OR 6-STATION CONTROL MODULE, PER PLAN & SCHEDULE). INSTALL INSIDE VALVE BOX PER MANUFACTURER'S RECOMMENDATIONS.
- ② RAIN SHUT-OFF DEVICE, PER PLAN/SCHEDULE
- ③ REMOTE CONTROL VALVE (PER PLAN/SCHEDULE) 1 OF MAX 6 PER CONTROLLER, TYPICAL
- ④ WATERPROOF CONNECTION DBY/DBR CONNECTOR TYPICAL
- ⑤ SPARE CONTROL WIRE (CAP FOR FUTURE USE) OR CONTINUED TO VALVE IF INSTALLED.
- ⑥ TBOS-II POTTED LATCHING SOLENOID, TYPICAL

NOTE:

1. ALL WIRE SHALL BE INSTALLED INSIDE PVC SCH 40 CONDUIT, UNLESS OTHERWISE SPECIFIED.
2. ALL ELECTRICAL CONTROL WIRE SHALL BE DIRECT BURIAL TYPE UF, 14 AWG, SOLID SINGLE CONDUCTOR COPPER WIRE UL APPROVED.
3. VALVES SHALL BE PLACED SO THAT THERE ARE NO WIRE RUNS LONGER THAN 80 FEET FROM THE CONTROLLER TO THE SOLENOID.
4. RAIN SENSOR SHALL BE INSTALLED WITH A MAXIMUM 25' WIRE LENGTH FROM CONTROLLER AND HAVE NO SPLICES, (EXCEPT AT THE CONTROLLER).

4 BL-KR WIRING DIAGRAM (2, 4 OR 6-STATIONS)

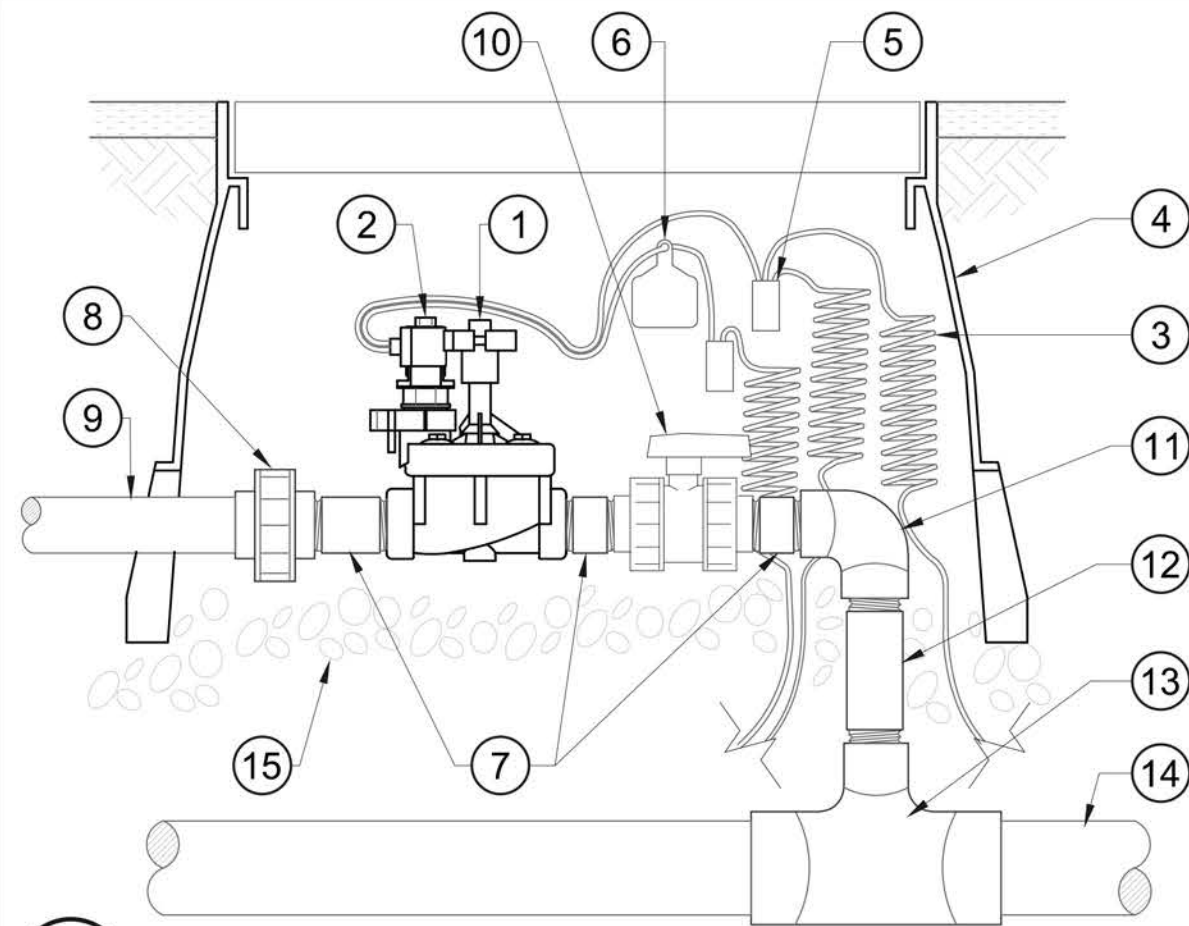
N.T.S.

F.D.O.T. LANDSCAPE PERMIT
NUMBER 2023-L-491-00014

11/15/2023

REVISIONS				DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION DETAILS	SHEET NO. IR-12A
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				810	BROWARD	N/A		

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181
GA **85** Calvin, Giordano & Associates, Inc.
 A SAFETYBUILT COMPANY
 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316
 Phone: 954.921.7781 • Fax: 954.921.8807



- ① REMOTE CONTROL VALVE RAINBIRD PEB/PESB SERIES, SIZE PER PLAN & SCHEDULE
 - ② TBOS-II POTTED LATCHING SOLENOID, TYPICAL
 - ③ 30-INCH LINEAR LENGTH OF CONTROL WIRE, COILED
 - ④ IRRIGATION VALVE ENCLOSURE (MIN. 12X20 VEHICULAR RATED BOX & COVER). , SEE TYPICAL VALVE BOX DETAIL
 - ⑤ WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 2)
 - ⑥ ID TAG: RAIN BIRD VID SERIES
 - ⑦ PVC SCHEDULE 80 NIPPLE (2" LENGTH) TYP.
 - ⑧ PVC SCH 80 UNION (TxT)
 - ⑨ LATERAL (SIZE PER PLAN)
 - ⑩ TRUE UNION BALL VALVE (TxT)
 - ⑪ PVC SCH 40 ELL
 - ⑫ PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
 - ⑬ PVC SCH 40 TEE OR ELL
 - ⑭ PVC MAINLINE
 - ⑮ DRAIN ROCK 12" MIN. DEPTH
- N.T.S.

5 GLOBE REMOTE CONTROL VALVE DETAIL

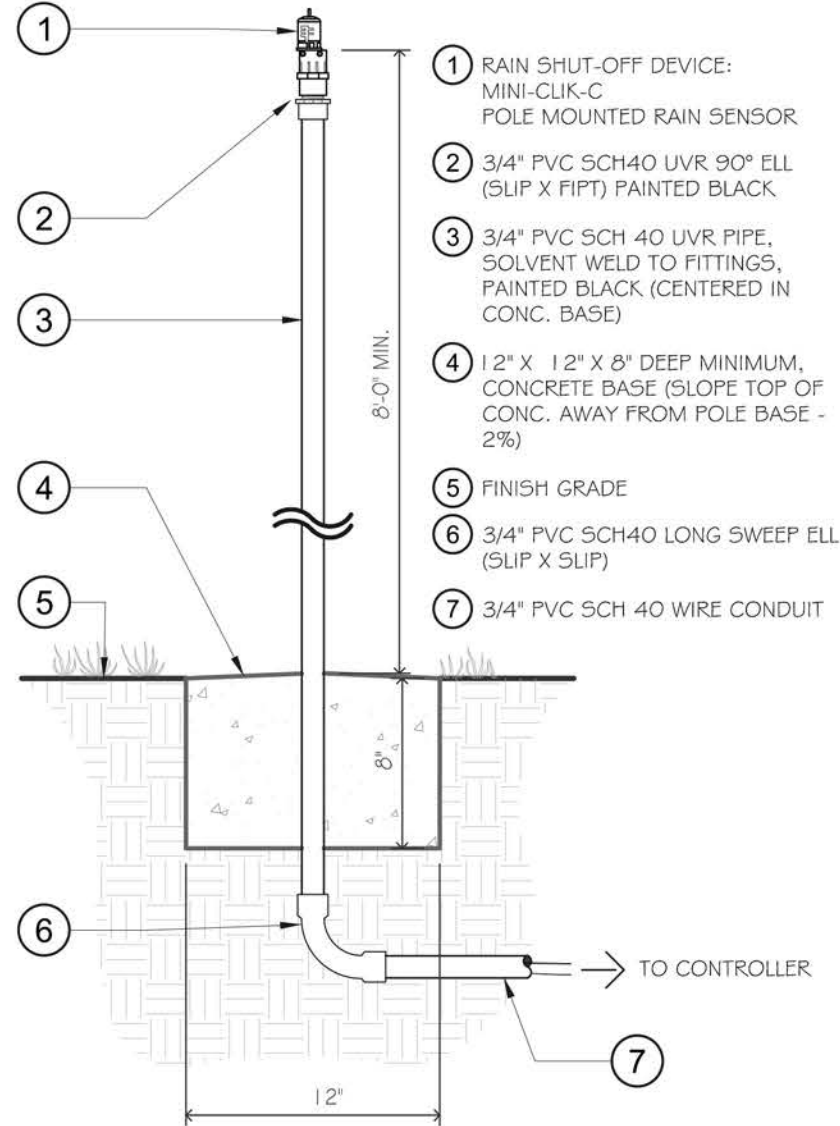
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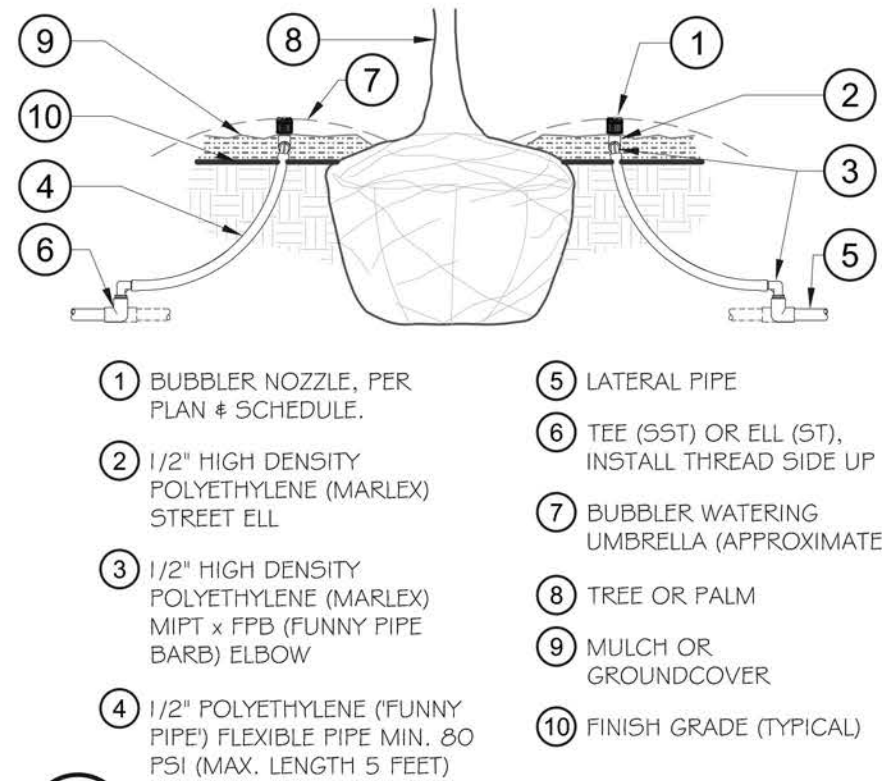
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No.1181		DEERFIELD BEACH - ENTRANCE MEDIANS			WEST HILLSBORO BLVD. IRRIGATION DETAILS		SHEET NO.
DATE	DESCRIPTION		DATE								
								Calvin, Giordano & Associates, Inc. A SAFETI/ULLI COMPANY 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 Phone: 954.921.7781 • Fax: 954.921.8807		IR-13A	
ROAD NO.		COUNTY		FINANCIAL PROJECT ID							
810		BROWARD		N/A							

NOTE:

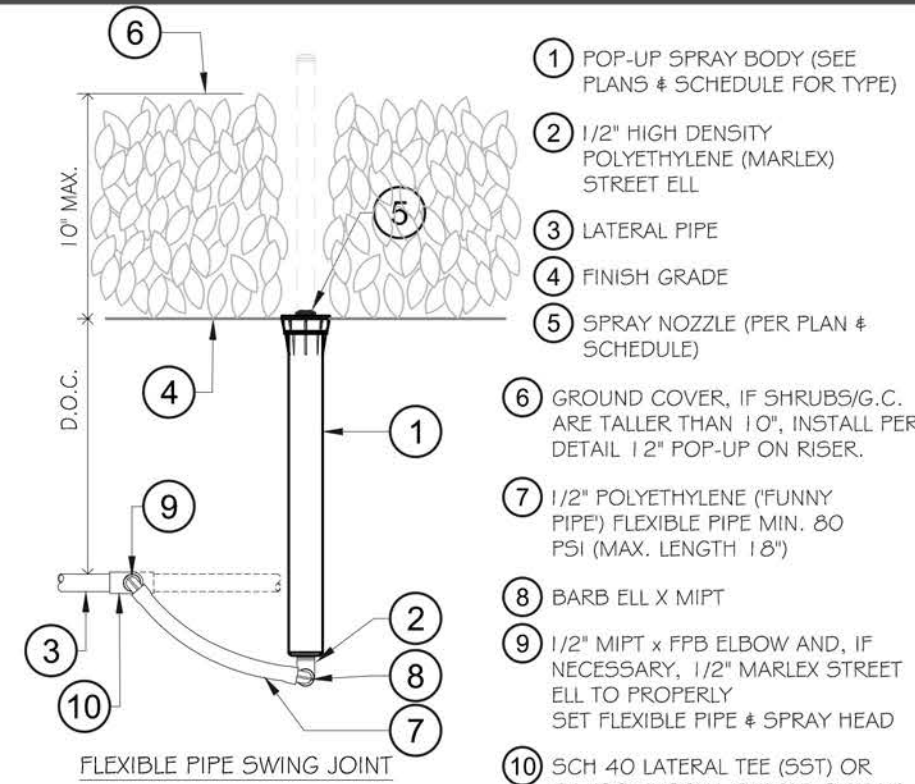
1. CONTRACTOR SHALL FIELD MEASURE LOCATION OF SENSOR TO CONTROLLER PRIOR TO INSTALLING, IN ORDER TO ACCOUNT FOR ELEVATION CHANGES AND THAT THE TOTAL LENGTH OF WIRE RUN DOES NOT EXCEED THE MANUFACTURER'S PROVIDED SENSOR WIRE (TYPICALLY 25').
2. CONTRACTOR SHALL NOT INSTALL RAIN SENSOR BELOW TREE CANOPY, ROOF OVERHANG/EAVES, OR ANYWHERE AFFECTED BY SPRINKLERS OR OTHER DEBRIS.



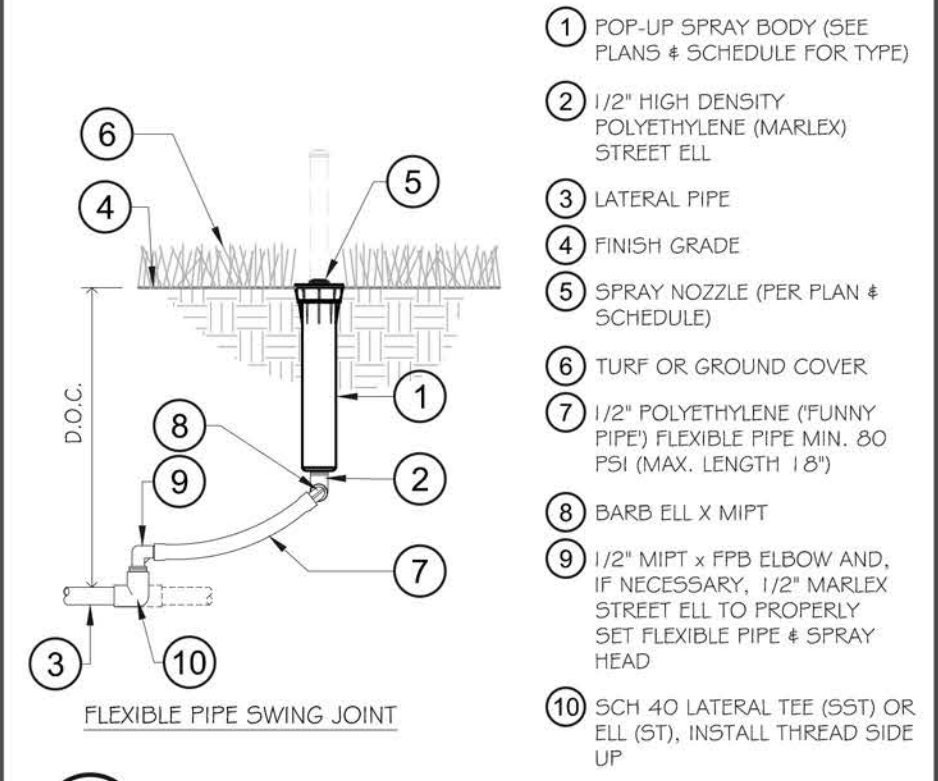
6 RAIN SHUT-OFF DEVICE (MIN-CLIK-C) NTS



7 ADJUSTABLE FLOOD BUBBLER NTS



8 12" POP-UP DETAIL NTS



9 4" & 6" POP-UP DETAIL NTS

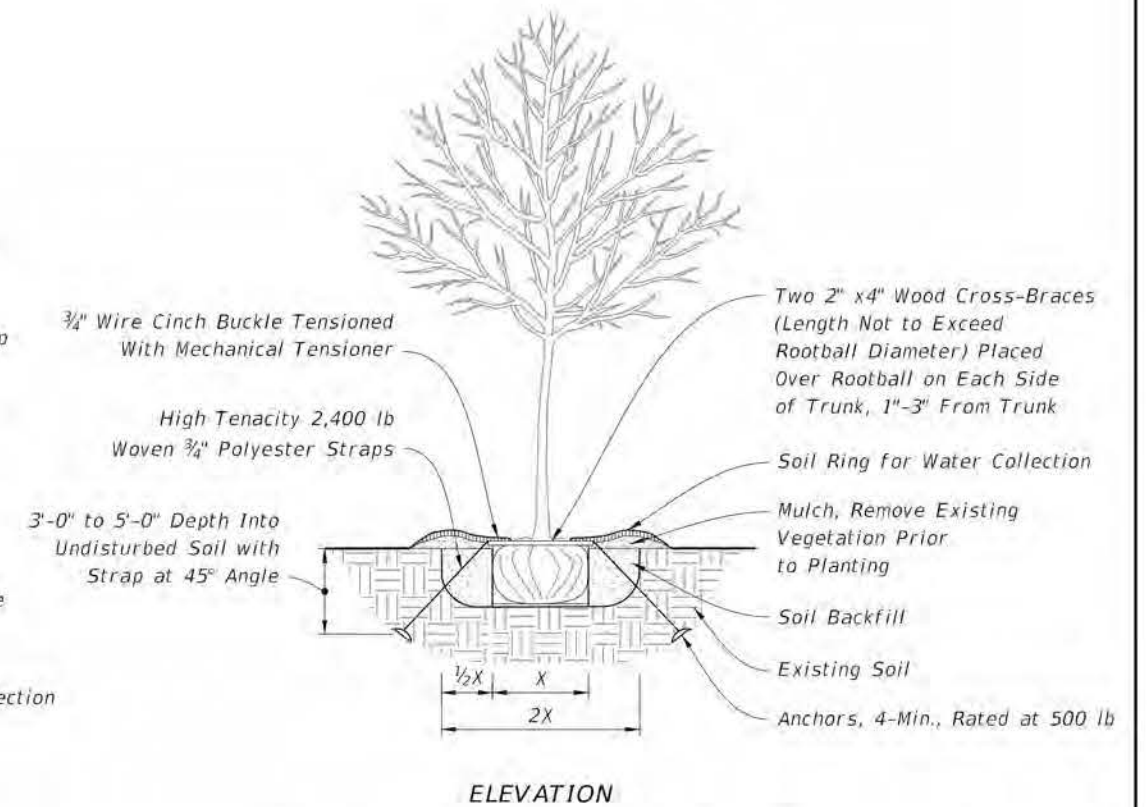
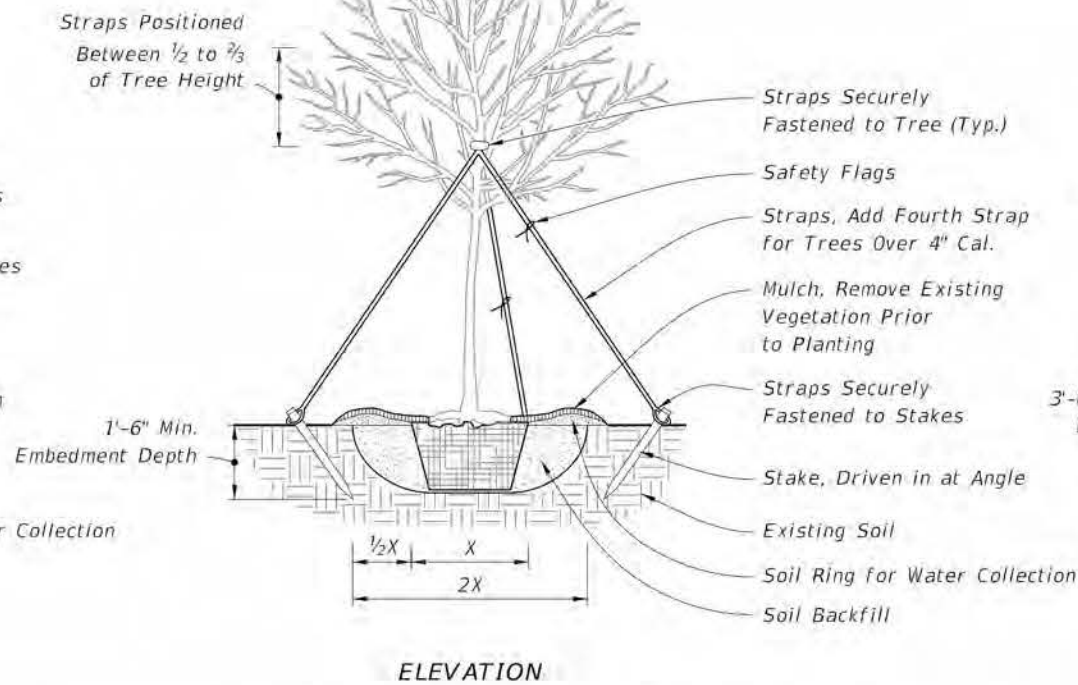
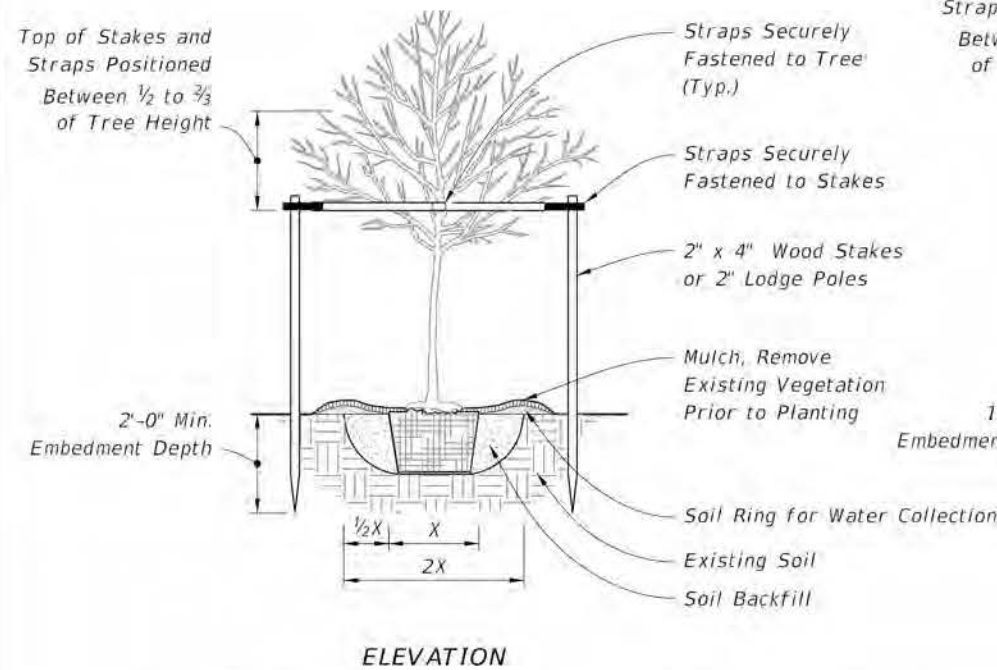
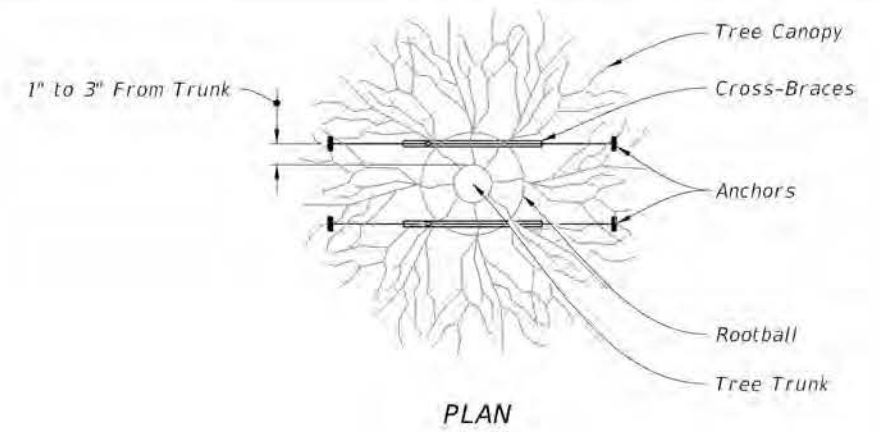
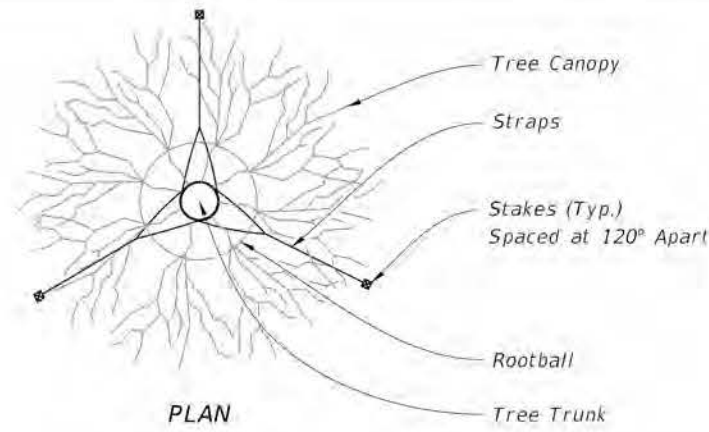
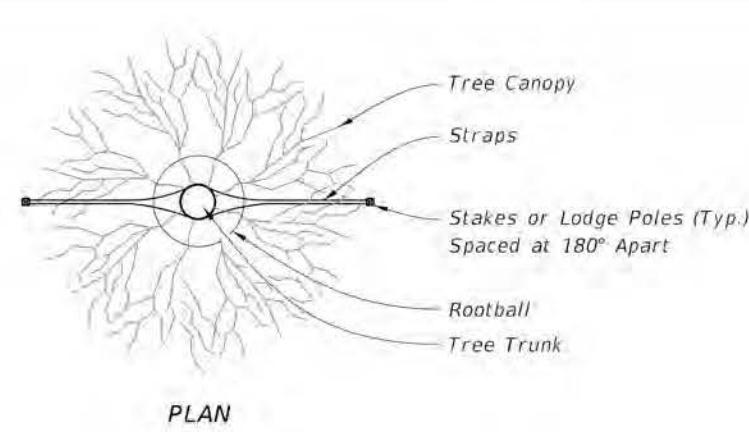
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: MICHAEL CONNER, R.L.A., LICENSE No. 1181

GA **85** Calvin, Giordano & Associates, Inc.
A SAFETYWILL COMPANY
1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33336
Phone: 954.921.7781 • Fax: 954.921.8807

DEERFIELD BEACH - ENTRANCE MEDIANS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
810	BROWARD	N/A

WEST HILLSBORO BLVD. IRRIGATION DETAILS		SHEET NO.
		IR-14A



UNDER 2 1/2" CALIPER TREE PLANTING

2 1/2" TO 6" CALIPER TREE PLANTING

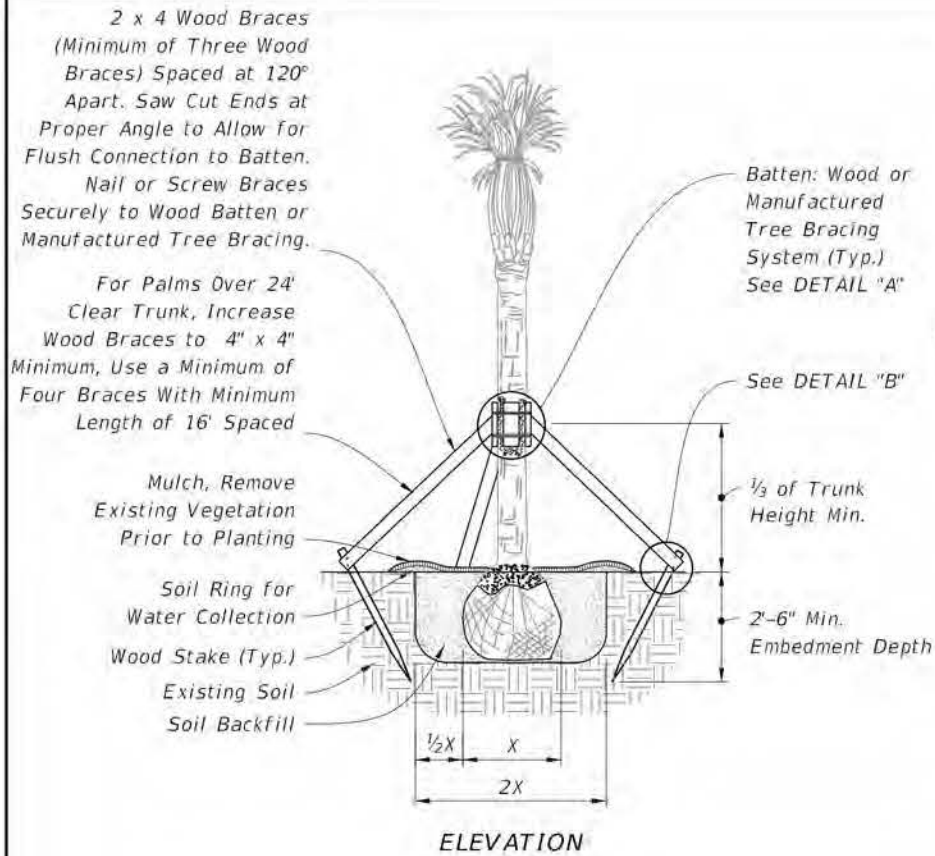
UNDER 4" CALIPER TREE PLANTING WITH UNDERGROUND BRACING

GENERAL NOTES:

1. Staking guidelines are based on standard horticultural requirements and are provided for plant establishment purposes only. Details not intended to apply when bracing is intended to address safety considerations. When bracing for safety, refer to Designer generated signed and sealed details. These guidelines are not intended to apply when the tree or palm is within falling distance of a roadway, pedestrian or bicycle route, under extreme wind loads, non-standard soil properties, non-standard plant dimensions, or when rootball is anticipated to be greater than 4 feet diameter and planted on 1:3 slope or steeper.
2. All dimensions 6" and less are exaggerated for illustrative purposes only. Dimensions shown for wood materials are nominal. Slopes shown are Vertical:Horizontal.
3. Remove plant containers prior to planting. Remove a minimum of the top 1/3 of burlap, fabric, or wire mesh for plants not grown in containers.
4. Allow no more than 1" of soil to cover the uppermost root on all trees. Set the top of rootball 1"-2" above finish grade after settling and set plumb to the horizon.
5. Backfill with loosened existing soil or as shown in the plans. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. Contact the Engineer prior to planting if existing soils contain excessive sand, clay, or other material not conducive to proper plant growth.
6. Construct soil rings at the outer edge of the planting pit with a height of 3" and gently sloping sides unless a permanent, subsurface or drip irrigation system is provided. Do not pile soil on top of rootball.
7. Construct a 3" deep layer of mulch placed 2" off the edge of the trunk flare, around the base of shrub, or solidly around ground cover. Never pile mulch against the tree trunk.
8. Install guying with minimum 1" wide nylon or polypropylene straps with a minimum 600 lb. break strength. Check straps monthly and adjust as required to eliminate girdling of tree. Locate all wood stakes beyond the edge of soil ring in existing soil and embed a minimum of 18" below finished grade unless otherwise specified. Alternate tree bracing and guying systems specified or approved by the Engineer may be used in lieu of the tree bracing and guying methods detailed on the Index.
9. Relocated Trees and Palms: Brace relocated trees and palms in accordance with the Contract Documents. Remove bracing at the conclusion of the contract or as directed by the Engineer. Bracing or straps must not damage or become embedded in the tree bark.
10. Use 2" x 2" minimum wood stakes unless otherwise shown in the Plans or directed by the Engineer. Use wood meeting #2 Common or better in accordance with the Standard Grading Rules for Southern Pine.
11. Drive stakes into existing, undisturbed soil. Localized compaction may be provided to prevent displacement of the stakes for previously disturbed existing soils that do not provide sufficient stability.

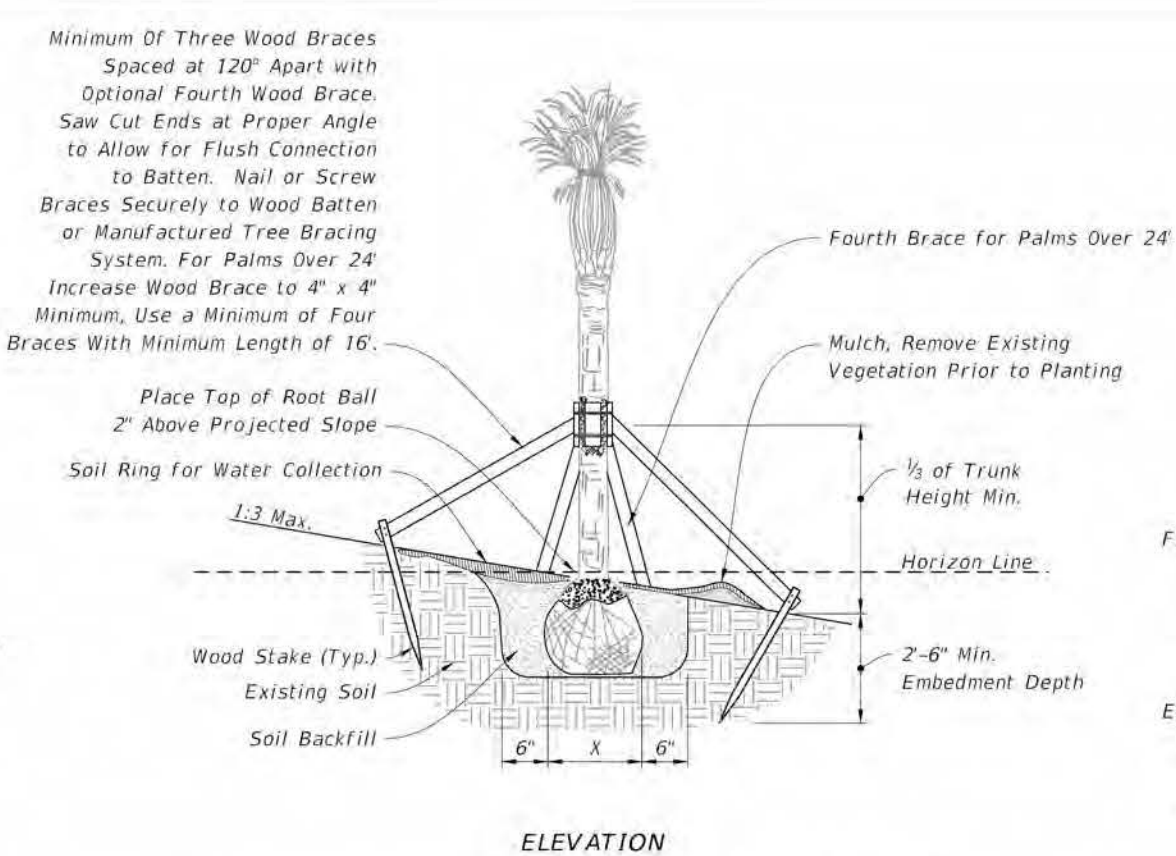
10/6/2022 2:27:59 PM

LAST REVISION 11/01/19	REVISION	DESCRIPTION:	 FY 2023-24 STANDARD PLANS	LANDSCAPE INSTALLATION	INDEX 580-001	SHEET 1 of 2 Page 296 of 585
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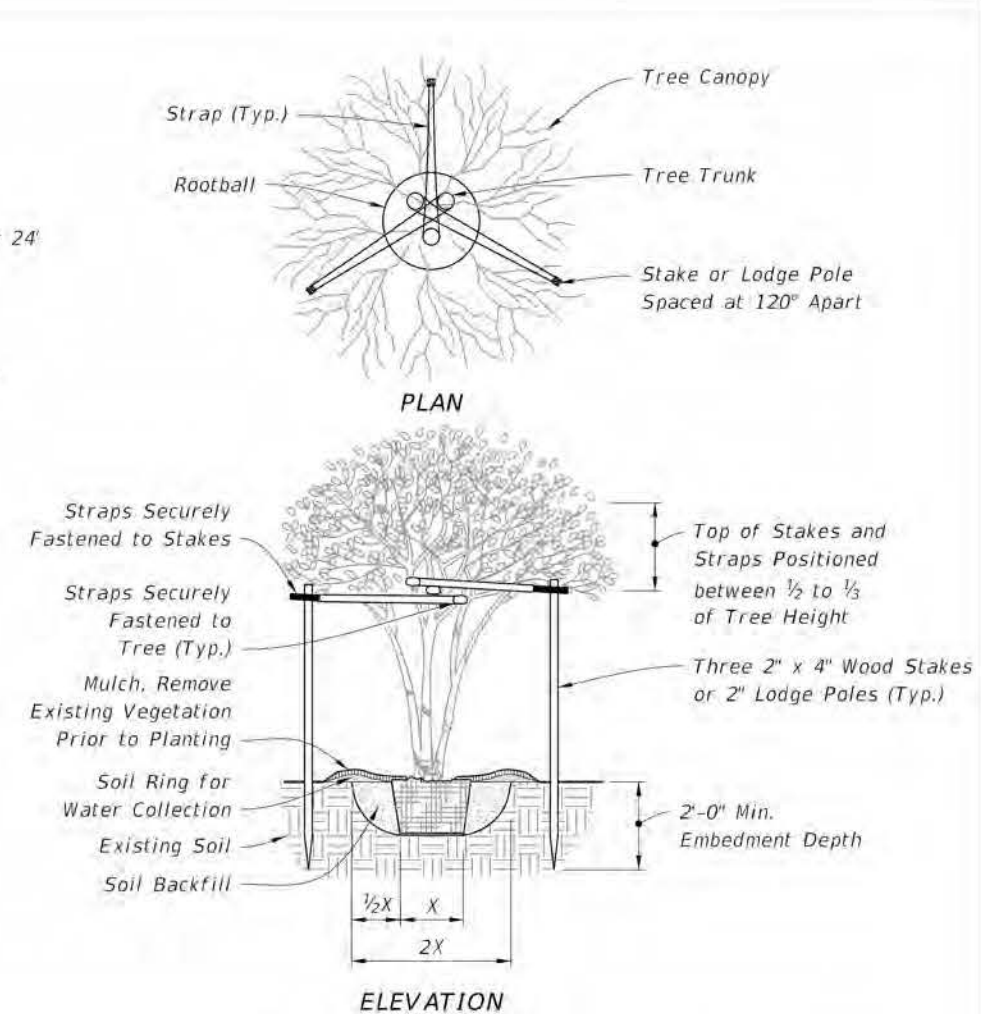
NOTE: May be used on large caliper canopy trees, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

PALM PLANTING



NOTE: May be used on large caliper canopy trees pending slope and rootball width, adjust banding every 6 months or as needed (for fast growing species) to prevent girdling.

PALM PLANTING ON SLOPE

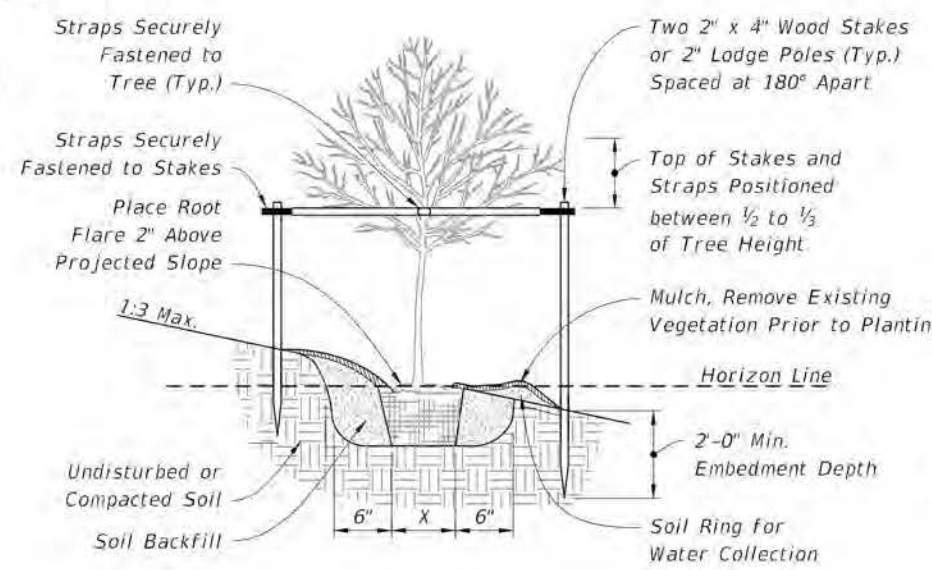
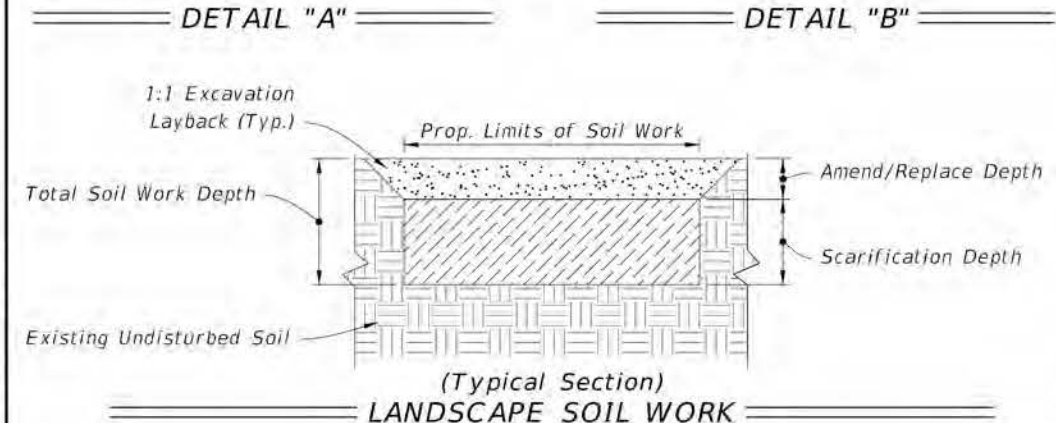


MAX 10' HT. MULTI-TRUNK TREE PLANTING

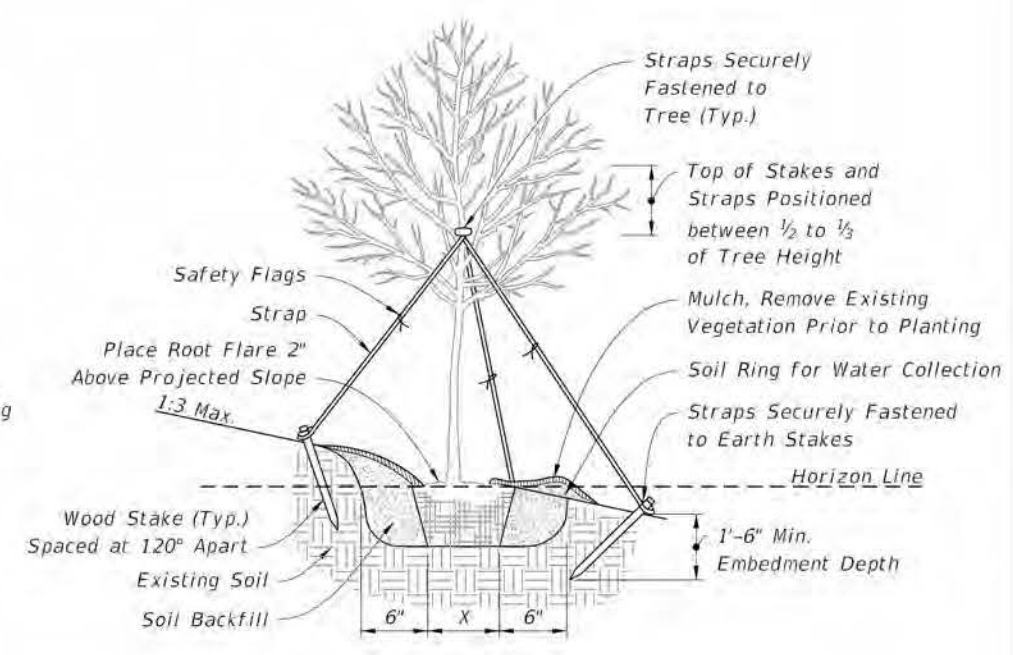


NOTE: Install bands and couplings that are rated a min. 900 lb. tensile strength, and are corrosion and UV resistant.

NOTE: Stake Into Firm, Existing Soil.



UNDER 2 1/2" CALIPER TREE PLANTING ON SLOPE



2 1/2" TO 6" CALIPER TREE PLANTING ON SLOPE

10/6/2022 2:28:00 PM

SECTION No.: 86120000
STATE ROAD: 810
PERMIT No: 2023-L-491-00014
COUNTY: BROWARD

EXHIBIT C

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached.

(To be provided by City)



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-121

Agenda Date: 3/19/2024

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 issuance of a purchase order to Peterbilt Store South Florida, LLC, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0, for the purchase of five compressed natural gas solid waste collection trucks in the amount of \$1,786,536.00; providing for execution and an effective date. (Funds from Account #453-4558-534-32-99 - Other Contractual Services, Account #452-4551-534-60-41 - Solid Waste Capital Fund/Automotive Equipment & Account #450-0000-369-98-00 - Solid Waste Fund Litigation Proceeds)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: \$540,726

Account Name: Other Contractual Services

Account Number: 453-4558-534-32-99

Cost: \$20,000

Secondary Account Name: Solid Waste Capital Fund/Automotive Equipment

Secondary Account Number: 452-4551-534-60-41

Cost: \$1,225,810

Tertiary Account Number: Solid Waste Fund Litigation Proceeds

Tertiary Account Number: 450-0000-369-98-00

Background/History

In 2015, the City of Deerfield Beach (City) began purchasing compressed natural gas (CNG) solid waste collection vehicles. This was in an effort to reduce harmful emissions being released into the air, reduce maintenance and fueling costs, and provide better service to the community overall. The City has made a commitment to CNG as vehicles are available, with the goal of converting most of the solid waste fleet.

Staff has developed a strategy focused on growing the CNG fleet to maximize the use of the CNG fueling station and the benefits, both financial and environmental, that the use of CNG-fueled equipment provides.

Current Activity

Under Section 38-116(3)(b)(xi) of the City's Procurement Code, the City is authorized to acquire or contract for non-real property, goods, or services where the City participates in cooperative joint procurement acquisitions. The recommended procurement method for these new collection trucks is the Petersen Industries Florida Sheriff's Cooperative Purchasing Program, Contract #FSA23-VEH21.0, Heavy Trucks and Buses. The use of

this contract provides the city with economies of scale, bulk purchase buying power, and more expedition manufacturing and delivery.

In accordance with the proposed strategy and the vehicle replacement plan, staff has identified the appropriate vehicles to purchase next and obtained quotes for those vehicles (1 roll-off truck, 1 grapple truck, 3 automated side loaders). The quotes for the new vehicles are summarized in the table below. The summary also includes the unit numbers, ages of the vehicles and the estimated age upon delivery, reflecting the current lead of 24 months for new CNG trucks.

Truck Quotes				Notes			Leadtime	Age Upon Delivery
Item	Price	Units	Total	Replaces (Vehicle #, Age)			(months)	(years)
Grapple	\$315,400	3	\$946,200	#142, 19 years	#147, 17 years	#5102, 16 years	24	21; 19 18
ASL	\$504,241	1	\$504,241	5128, 12 years			24	14
RO	\$336,095	1	\$336,095	155, 17 years			24	17
Total		5	\$1,786,536					

The combined cost of these vehicles is \$1,786,536. The purchase of CNG refuse vehicles provides several advantages over traditional diesel vehicles including reduced greenhouse gas emissions, substantial fuel cost savings, as well as maintenance and repair costs. In addition, the vehicles being replaced are well beyond their useful life and need replacement.

Recommendation

Staff recommends that the City Commission authorize the purchase of these vehicles.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO THE PETERBILT STORE SOUTH FLORIDA, LLC, UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NO. FSA23-VEH21.0, FOR THE PURCHASE OF FIVE COMPRESSED NATURAL GAS SOLID WASTE COLLECTION TRUCKS IN THE AMOUNT OF \$1,786,536.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Department of Sustainable Management (the "Department") has been utilizing compressed natural gas ("CNG") solid waste collection vehicles, which reduces harmful emissions from being released into the air, reduces maintenance and fueling costs, and enables the City to provide better service to the community overall; and

WHEREAS, the Department's goal is to convert most of the solid waste vehicles to CNG; and

WHEREAS, staff has developed a strategy focused on growing the CNG fleet to maximize the use of the City's CNG fueling station and the benefits, both financial and environmental, that the use of CNG-fueled equipment provides; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases; and

WHEREAS, the City is seeking to contract with The Peterbilt Store of South Florida, LLC, ("Peterbilt") for the purchase of three CNG Petersen Grapple Vehicles (2025 Peterbilt Model 537), one CNG vehicle with LaBrie ASL (2025 Peterbilt Model 520), and one CNG Vehicle with Galfab rolloff (2025 Peterbilt Model 548) (collectively, the "CNG Vehicles"), utilizing the terms of the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0 effective October 1, 2023 through September 30, 2024 (the "FSA Contract"); and

WHEREAS, Peterbilt has agreed to provide the five CNG Vehicles to the City based upon the FSA Contract, attached as Exhibit "1", for a cost of \$1,786,536.00; and

WHEREAS, staff has confirmed that the FSA Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order to Peterbilt for the purchase of the five CNG Vehicles utilizing the terms of the FSA Contract.

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

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

Section 2. The City Commission hereby approves the issuance of a Purchase Order to Peterbilt for the purchase of the five CNG Vehicles, utilizing the terms of the FSA Contract, in the total amount of \$1,786,536.00.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

FSA Cooperative Purchasing Program



**FSA23-VEH21.0: Heavy Trucks & Buses
Final Award Contract Packet**



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Current Contract Prices

Item #	Item Group	Item	Model #	Link
1	Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis	Endera B-Series	B-Series	https://www.myvendorlink.com/external/award?s=152477&i=1
2	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Bluebird Vision Electric	Vision Electric	https://www.myvendorlink.com/external/award?s=152477&i=2
3	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Bluebird All-American Electric	T3RE	https://www.myvendorlink.com/external/award?s=152477&i=3
5	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Phoenix Motorcars Z600 Type A School Bus	Z600	https://www.myvendorlink.com/external/award?s=152477&i=5
6	Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis	BYD The Dreamer	Type D Electric School Bus	https://www.myvendorlink.com/external/award?s=152477&i=6
7	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	Endera B-Series	B-Series	https://www.myvendorlink.com/external/award?s=152477&i=7
8	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	Starcraft Allstar	Allstar	https://www.myvendorlink.com/external/award?s=152477&i=8
9	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	Bluebird Vision	Vision	https://www.myvendorlink.com/external/award?s=152477&i=9
11	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	Starcraft Allstar	Allstar	https://www.myvendorlink.com/external/award?s=152477&i=11
12	Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis	Bluebird T3RE	T3RE	https://www.myvendorlink.com/external/award?s=152477&i=12
13	Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis	Bluebird T3FE	T3FE	https://www.myvendorlink.com/external/award?s=152477&i=13
14	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Kenworth T680E	T680E	https://www.myvendorlink.com/external/award?s=152477&i=14
15	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Peterbilt 579EV	579EV	https://www.myvendorlink.com/external/award?s=152477&i=15
16	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Volvo VNR	VNR	https://www.myvendorlink.com/external/award?s=152477&i=16
18	Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2	International EMV	MV60E	https://www.myvendorlink.com/external/award?s=152477&i=18
19	Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2	Mack MD7 Electric	MDe7	https://www.myvendorlink.com/external/award?s=152477&i=19
20	Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2	Battle Motors LNT	LNT	https://www.myvendorlink.com/external/award?s=152477&i=20
21	Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2	Peterbilt 220EV	Z20	https://www.myvendorlink.com/external/award?s=152477&i=21
23	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Crew Cab	W5G	https://www.myvendorlink.com/external/award?s=152477&i=23
24	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Super Cab	X5G	https://www.myvendorlink.com/external/award?s=152477&i=24
25	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-600 Super Cab	FK6	https://www.myvendorlink.com/external/award?s=152477&i=25
26	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Regular Cab	F5G	https://www.myvendorlink.com/external/award?s=152477&i=26
27	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	International CV	515	https://www.myvendorlink.com/external/award?s=152477&i=27
28	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Kenworth T180	T180	https://www.myvendorlink.com/external/award?s=152477&i=28
29	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Peterbilt 535	535	https://www.myvendorlink.com/external/award?s=152477&i=29
31	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Super Cab	X5H	https://www.myvendorlink.com/external/award?s=152477&i=31
32	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Crew Cab	W5H	https://www.myvendorlink.com/external/award?s=152477&i=32
33	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Regular Cab	F5H	https://www.myvendorlink.com/external/award?s=152477&i=33
34	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-600 Regular Cab	F6L	https://www.myvendorlink.com/external/award?s=152477&i=34
35	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	International CV	515	https://www.myvendorlink.com/external/award?s=152477&i=35
36	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Ford F-650 Regular Cab	F6D	https://www.myvendorlink.com/external/award?s=152477&i=36
37	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Freightliner M2	106	https://www.myvendorlink.com/external/award?s=152477&i=37
38	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Hino L6	L6	https://www.myvendorlink.com/external/award?s=152477&i=38
39	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	International MV	607	https://www.myvendorlink.com/external/award?s=152477&i=39
40	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Kenworth T280	T280	https://www.myvendorlink.com/external/award?s=152477&i=40
41	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Mack MD6	MD6	https://www.myvendorlink.com/external/award?s=152477&i=41
42	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Peterbilt 536	536	https://www.myvendorlink.com/external/award?s=152477&i=42
43	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Ford F-750 Regular Cab	F7D	https://www.myvendorlink.com/external/award?s=152477&i=43
44	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Freightliner M2	106	https://www.myvendorlink.com/external/award?s=152477&i=44
45	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Hino L7	L7	https://www.myvendorlink.com/external/award?s=152477&i=45
46	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	International MV	607	https://www.myvendorlink.com/external/award?s=152477&i=46
47	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Kenworth T380	T380	https://www.myvendorlink.com/external/award?s=152477&i=47
48	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Mack MD7	MD7	https://www.myvendorlink.com/external/award?s=152477&i=48
49	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Peterbilt 537	537	https://www.myvendorlink.com/external/award?s=152477&i=49
50	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Western Star 47X	47X	https://www.myvendorlink.com/external/award?s=152477&i=50
51	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Freightliner M2	112	https://www.myvendorlink.com/external/award?s=152477&i=51
52	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	International HV	613	https://www.myvendorlink.com/external/award?s=152477&i=52
53	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	International HX	62F	https://www.myvendorlink.com/external/award?s=152477&i=53
54	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Kenworth T880	T880	https://www.myvendorlink.com/external/award?s=152477&i=54
55	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Mack AN or G Series	AN or G Series	https://www.myvendorlink.com/external/award?s=152477&i=55
56	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Peterbilt 567	567	https://www.myvendorlink.com/external/award?s=152477&i=56
57	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Volvo V Series	V Series	https://www.myvendorlink.com/external/award?s=152477&i=57
58	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Western Star 47X	47X	https://www.myvendorlink.com/external/award?s=152477&i=58
59	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Freightliner M2	112	https://www.myvendorlink.com/external/award?s=152477&i=59
60	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	International HX	62F	https://www.myvendorlink.com/external/award?s=152477&i=60
61	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	International HV	613	https://www.myvendorlink.com/external/award?s=152477&i=61
62	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Kenworth T880	T880	https://www.myvendorlink.com/external/award?s=152477&i=62
63	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Mack AN or G Series	AN or G Series	https://www.myvendorlink.com/external/award?s=152477&i=63
64	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Peterbilt 5671	5671	https://www.myvendorlink.com/external/award?s=152477&i=64
65	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Volvo V Series	V Series	https://www.myvendorlink.com/external/award?s=152477&i=65
66	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Western Star 49X	49X	https://www.myvendorlink.com/external/award?s=152477&i=66
67	Cab and Chassis: Tilt Cab (DRW) 4x2	Battle Motors LNT	LNT-21	https://www.myvendorlink.com/external/award?s=152477&i=67
68	Cab and Chassis: Tilt Cab (DRW) 4x2	Isuzu NPR-HD	N3F1	https://www.myvendorlink.com/external/award?s=152477&i=68
69	Cab and Chassis: Tilt Cab (DRW) 4x2	Isuzu FTR Chassis	MT1/G1	https://www.myvendorlink.com/external/award?s=152477&i=69
70	Cab and Chassis: Tilt Cab (DRW) 4x2	Kenworth K270	K270	https://www.myvendorlink.com/external/award?s=152477&i=70
71	Cab and Chassis: Tilt Cab (DRW) 4x2	Peterbilt 2201	Z20	https://www.myvendorlink.com/external/award?s=152477&i=71
76	Mobile Command Unit/Critical Response Unit	Frontline Communications CRU-22	CRU-22	https://www.myvendorlink.com/external/award?s=152477&i=76

78	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Battle Motors LET II	LET II	https://www.myvendorlink.com/external/award?s=152477&i=78
80	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Mack Mack LR Electric	Mack LR Electric	https://www.myvendorlink.com/external/award?s=152477&i=80
81	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Peterbilt 520EV	520EV	https://www.myvendorlink.com/external/award?s=152477&i=81
82	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Autocar ACX64	ACX64	https://www.myvendorlink.com/external/award?s=152477&i=82
83	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Battle Motors LET2	LET2-44	https://www.myvendorlink.com/external/award?s=152477&i=83
85	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Mack TE Series	TE Series	https://www.myvendorlink.com/external/award?s=152477&i=85
86	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Peterbilt 520	520	https://www.myvendorlink.com/external/award?s=152477&i=86
87	Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck	Broyhill TD3.6	TD3.6	https://www.myvendorlink.com/external/award?s=152477&i=87
88	Tactical Armored Vehicles	Terradyne Gurkha MPV	Gurkha MPV	https://www.myvendorlink.com/external/award?s=152477&i=88
89	Terminal Tractor	Autocar ACTT42	ACTT42	https://www.myvendorlink.com/external/award?s=152477&i=89
90	Terminal Tractor	Kalmar Ottawa T2	71056	https://www.myvendorlink.com/external/award?s=152477&i=90
91	Terminal Tractor	Kalmar Ottawa T2 4x2 Offroad	71055	https://www.myvendorlink.com/external/award?s=152477&i=91
92	Terminal Tractor	Tico Pro-Spotter	Pro-Spotter	https://www.myvendorlink.com/external/award?s=152477&i=92
93	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	StarTrans The Senator II	Senator SII 22	https://www.myvendorlink.com/external/award?s=152477&i=93
94	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	StarTrans The Senator II HD	Senator HD 28	https://www.myvendorlink.com/external/award?s=152477&i=94

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Final Award Report

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 2, Bluebird, Vision Electric, Vision Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 3, Bluebird, All-American Electric, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 5, Phoenix Motorcars, Z600 Type A School Bus, Z600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Northern	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Central	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Southern	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

Item: 6, BYD, The Dreamer, Type D Electric School Bus

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 7, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 8, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 93, StarTrans, The Senator II, Senator SII 22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 9, Bluebird, Vision, Vision

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$143,750.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$143,450.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$143,450.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$143,750.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 11, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 94, StarTrans, The Senator II HD, Senator HD 28

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

Item: 12, Bluebird, T3RE, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$175,832.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$175,532.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$175,532.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$175,832.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Item: 13, Bluebird, T3FE, T3FE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$157,829.00	Build	
Northern	Primary	Florida Transportation Systems, Inc.	\$157,629.00	Build	
Central	Primary	Florida Transportation Systems, Inc.	\$157,629.00	Build	
Southern	Primary	Florida Transportation Systems, Inc.	\$157,829.00	Build	

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 14, Kenworth, T680E, T680E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$467,936.00	Build	Options
Central	Primary	Florida Kenworth, LLC	\$471,912.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$500,286.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$471,912.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$500,286.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 15, Peterbilt, 579EV, 579EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$516,074.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$516,074.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$516,074.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$484,000.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 16, Volvo, VNR, VNR

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$409,688.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$409,688.00	Build	Options
Central	Primary	Nextran Truck Centers	\$409,688.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$409,688.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 18, International, EMV, MV60E

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$272,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$270,000.00	Build	Options
Central	Primary	Cumberland International Trucks of Florida	\$270,000.00	Build	Options
	Alternate	Sun State International Trucks	\$270,250.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$270,677.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 19, Mack, MD7 Electric, MDe7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$242,926.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$242,926.00	Build	Options
Central	Primary	Nextran Truck Centers	\$242,926.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$242,926.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2**Item:** 20, Battle Motors, LNT, LNT**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	\$428,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	\$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	\$426,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	\$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$423,600.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

Item: 21, Peterbilt, 220EV, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$360,338.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$360,338.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$360,338.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$358,082.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 23, Ford, F-550 Crew Cab, W5G**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,305.00	Build	Options
	Alternate	Duval Ford LLC	\$60,569.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,080.00	Build	Options
	Alternate	Duval Ford LLC	\$60,359.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,855.00	Build	Options
	Alternate	Duval Ford LLC	\$60,449.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,855.00	Build	Options
	Alternate	Duval Ford LLC	\$60,594.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 24, Ford, F-550 Super Cab, X5G**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,905.00	Build	Options
	Alternate	Duval Ford LLC	\$60,166.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,680.00	Build	Options
	Alternate	Duval Ford LLC	\$59,956.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,455.00	Build	Options
	Alternate	Duval Ford LLC	\$60,046.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,455.00	Build	Options
	Alternate	Duval Ford LLC	\$60,191.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 25, Ford, F-600 Super Cab, F6K**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,492.00	Build	Options
	Alternate	Duval Ford LLC	\$61,765.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,267.00	Build	Options
	Alternate	Duval Ford LLC	\$61,555.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,042.00	Build	Options
	Alternate	Duval Ford LLC	\$61,645.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,042.00	Build	Options
	Alternate	Duval Ford LLC	\$61,790.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Regular Cab, F5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	\$58,437.00	Build	Options
Northern	Primary	Duval Ford LLC	\$58,227.00	Build	Options
Central	Primary	Duval Ford LLC	\$58,317.00	Build	Options
Southern	Primary	Duval Ford LLC	\$58,462.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 27, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$67,400.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$66,400.00	Build	Options
Central	Primary	Sun State International Trucks	\$66,275.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$66,400.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$66,373.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 28, Kenworth, T180, T180

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$95,559.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$95,909.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$95,909.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 29, Peterbilt, 535, 535

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$104,352.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$104,352.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$104,352.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$106,067.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 31, Ford, F-550 Super Cab, X5H**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,665.00	Build	Options
	Alternate	Duval Ford LLC	\$62,788.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,440.00	Build	Options
	Alternate	Duval Ford LLC	\$62,578.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,215.00	Build	Options
	Alternate	Duval Ford LLC	\$62,668.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,215.00	Build	Options
	Alternate	Duval Ford LLC	\$62,813.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 32, Ford, F-550 Crew Cab, W5H**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,464.00	Build	Options
	Alternate	Duval Ford LLC	\$63,752.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,239.00	Build	Options
	Alternate	Duval Ford LLC	\$63,542.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,014.00	Build	Options
	Alternate	Duval Ford LLC	\$63,632.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,014.00	Build	Options
	Alternate	Duval Ford LLC	\$63,777.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 33, Ford, F-550 Regular Cab, F5H**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,810.00	Build	Options
	Alternate	Duval Ford LLC	\$61,078.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,585.00	Build	Options
	Alternate	Duval Ford LLC	\$60,868.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,360.00	Build	Options
	Alternate	Duval Ford LLC	\$60,958.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,360.00	Build	Options
	Alternate	Duval Ford LLC	\$61,103.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 34, Ford, F-600 Regular Cab, F6L**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$64,113.00	Build	Options
	Alternate	Duval Ford LLC	\$64,406.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,888.00	Build	Options
	Alternate	Duval Ford LLC	\$64,196.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,663.00	Build	Options
	Alternate	Duval Ford LLC	\$64,286.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,663.00	Build	Options
	Alternate	Duval Ford LLC	\$64,431.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

Item: 35, International, CV, 515

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$71,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$69,995.00	Build	Options
Central	Primary	Sun State International Trucks	\$69,875.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$69,995.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$70,178.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 36, Ford, F-650 Regular Cab, F6D**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$68,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 37, Freightliner, M2, 106**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	\$76,300.00	Build	Options
	Alternate	Tampa Truck Center	\$77,529.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	\$76,900.00	Build	Options
	Alternate	Tampa Truck Center	\$77,529.00	Build	Options
Central	Primary	SBL Freightliner, LLC	\$76,300.00	Build	Options
	Alternate	Tampa Truck Center	\$77,529.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$75,900.00	Build	Options
	Alternate	Tampa Truck Center	\$77,529.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 38, Hino, L6, L6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options
	Alternate	Nextran Truck Centers	\$80,036.00	Build	Options
Central	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 39, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$80,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$79,500.00	Build	Options
Central	Primary	Sun State International Trucks	\$79,425.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$79,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$79,964.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 40, Kenworth, T280, T280

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$102,073.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$97,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$98,667.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$97,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$98,667.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 41, Mack, MD6, MD6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$83,676.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$83,676.00	Build	Options
Central	Primary	Nextran Truck Centers	\$83,676.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$83,676.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 42, Peterbilt, 536, 536

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$107,305.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$107,305.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$107,305.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$109,703.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 43, Ford, F-750 Regular Cab, F7D**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$70,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$69,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$69,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$69,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 44, Freightliner, M2, 106**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$77,329.00	Build	Options
	Alternate	Orlando Freightliner	\$77,354.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$77,500.00	Build	Options
Northern	Primary	Orlando Freightliner	\$77,074.00	Build	Options
	Alternate	Tampa Truck Center	\$77,329.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$77,900.00	Build	Options
Central	Primary	Orlando Freightliner	\$76,774.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$77,300.00	Build	Options
	Alternate	Tampa Truck Center	\$77,329.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$76,900.00	Build	Options
	Alternate	Tampa Truck Center	\$77,329.00	Build	Options
	Alternate	Orlando Freightliner	\$77,354.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 45, Hino, L7, L7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,939.00	Build	Options
Central	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 46, International, MV, 607

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$81,950.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$80,950.00	Build	Options
Central	Primary	Sun State International Trucks	\$80,875.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$80,950.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$81,255.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 47, Kenworth, T380, T380

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$102,925.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$98,800.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$101,463.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$98,800.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$101,463.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 48, Mack, MD7, MD7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$88,890.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$88,890.00	Build	Options
Central	Primary	Nextran Truck Centers	\$88,890.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$88,890.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 49, Peterbilt, 537, 537

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$111,720.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$111,720.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$111,720.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$115,029.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 50, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$107,400.00	Build	Options
Northern	Primary	Tampa Truck Center	\$107,400.00	Build	Options
Central	Primary	Tampa Truck Center	\$107,400.00	Build	Options
Southern	Primary	Tampa Truck Center	\$107,400.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 51, Freightliner, M2, 112**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	\$107,300.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$110,490.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	\$107,900.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$110,490.00	Build	Options
Central	Primary	SBL Freightliner, LLC	\$107,300.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$109,910.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$105,900.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$110,490.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 52, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$115,850.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$114,850.00	Build	Options
Central	Primary	Sun State International Trucks	\$114,795.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$114,850.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$115,449.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 53, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$132,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$131,500.00	Build	Options
Central	Primary	Sun State International Trucks	\$131,374.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$131,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$132,500.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 54, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$142,390.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$142,158.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$146,784.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$142,158.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$146,784.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 55, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$130,462.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$130,462.00	Build	Options
Central	Primary	Nextran Truck Centers	\$130,462.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$130,462.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 56, Peterbilt, 567, 567

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$161,416.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$161,416.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$161,416.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$163,188.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 57, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$131,706.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$131,706.00	Build	Options
Central	Primary	Nextran Truck Centers	\$131,706.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$131,706.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 58, Western Star, 47X, 47X**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$126,224.00	Build	Options
	Alternate	Orlando Freightliner	\$128,566.00	Build	Options
Northern	Primary	Orlando Freightliner	\$129.00	Build	Options
	Alternate	Tampa Truck Center	\$126,224.00	Build	Options
Central	Primary	Tampa Truck Center	\$126,224.00	Build	Options
	Alternate	Orlando Freightliner	\$127,986.00	Build	Options
Southern	Primary	Tampa Truck Center	\$126,244.00	Build	Options
	Alternate	Orlando Freightliner	\$128,566.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 59, Freightliner, M2, 112**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$102,400.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options
Northern	Primary	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$103,400.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options
Central	Primary	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$102,400.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$101,200.00	Build	Options
	Alternate	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 60, International, HX, 62F

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$129,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$128,500.00	Build	Options
Central	Primary	Sun State International Trucks	\$128,437.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$128,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$128,917.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 61, International, HV, 613

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$115,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$114,000.00	Build	Options
Central	Primary	Sun State International Trucks	\$113,963.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$114,000.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$115,493.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 62, Kenworth, T880, T880

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Truckworx Kenworth	\$173,342.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$146,040.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$141,729.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$142,927.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$141,729.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$142,927.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 63, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$137,308.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$137,308.00	Build	Options
Central	Primary	Nextran Truck Centers	\$137,308.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$137,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 64, Peterbilt, 5671, 5671

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$161,015.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$161,015.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$161,015.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$165,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 65, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$132,979.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$132,979.00	Build	Options
Central	Primary	Nextran Truck Centers	\$132,979.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$132,979.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 66, Western Star, 49X, 49X**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	\$123,930.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$144,599.00	Build	Options
Northern	Primary	Orlando Freightliner	\$123,930.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$144,599.00	Build	Options
Central	Primary	Orlando Freightliner	\$123,350.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$144,599.00	Build	Options
Southern	Primary	Orlando Freightliner	\$123,930.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$137,599.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 67, Battle Motors, LNT, LNT-21

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$174,741.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$177,207.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$174,741.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$177,207.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$174,741.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$177,207.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2**Item:** 68, Isuzu, NPR-HD, N3F1**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2**Item:** 69, Isuzu, FTR Chassis, MT1/G1**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 70, Kenworth, K270, K270

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$99,510.00	Build	Options
Central	Primary	Florida Kenworth, LLC	\$96,870.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$99,516.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$96,870.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$99,516.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 71, Peterbilt, 2201, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$119,856.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$119,856.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$119,856.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$122,502.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Mobile Command Unit/Critical Response Unit

Item: 76, Frontline Communications, CRU-22, CRU-22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options
Northern	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options
Central	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options
Southern	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 78, Battle Motors, LET II, LET II**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$466,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$463,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$435,000.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$460,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 80, Mack, Mack LR Electric, Mack LR Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$486,414.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$486,414.00	Build	Options
Central	Primary	Nextran Truck Centers	\$486,414.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$486,414.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 81, Peterbilt, 520EV, 520EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$513,746.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$513,746.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$513,746.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$509,545.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 82, Autocar, ACX64, ACX64**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$197,815.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$210,974.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$196,415.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$210,974.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$194,915.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$209,974.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$194,215.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$209,974.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 83, Battle Motors, LET2, LET2-44**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$208,325.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$208,325.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$208,325.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 85, Mack, TE Series, TE Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$175,311.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$175,311.00	Build	Options
Central	Primary	Nextran Truck Centers	\$175,311.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$175,311.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 86, Peterbilt, 520, 520

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$209,896.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

Item: 87, Broyhill, TD3.6, TD3.6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options
Central	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 88, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	\$217,721.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	\$217,721.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	\$218,221.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	\$218,721.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 89, Autocar, ACTT42, ACTT42

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern States ToyotaLift	\$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$151,389.00	Build	Options
Northern	Primary	Southern States ToyotaLift	\$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$151,389.00	Build	Options
Central	Primary	Southern States ToyotaLift	\$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$149,389.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$147,389.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Terminal Tractor

Item: 90, Kalmar Ottawa, T2, 71056

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$139,341.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$139,240.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options
Central	Primary	Kenworth of Jacksonville	\$139,442.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	\$139,643.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Terminal Tractor**Item:** 91, Kalmar Ottawa, T2 4x2 Offroad, 71055**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$135,551.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$135,450.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options
Central	Primary	Kenworth of Jacksonville	\$135,652.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	\$135,853.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Terminal Tractor**Item:** 92, Tico, Pro-Spotter, Pro-Spotter**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

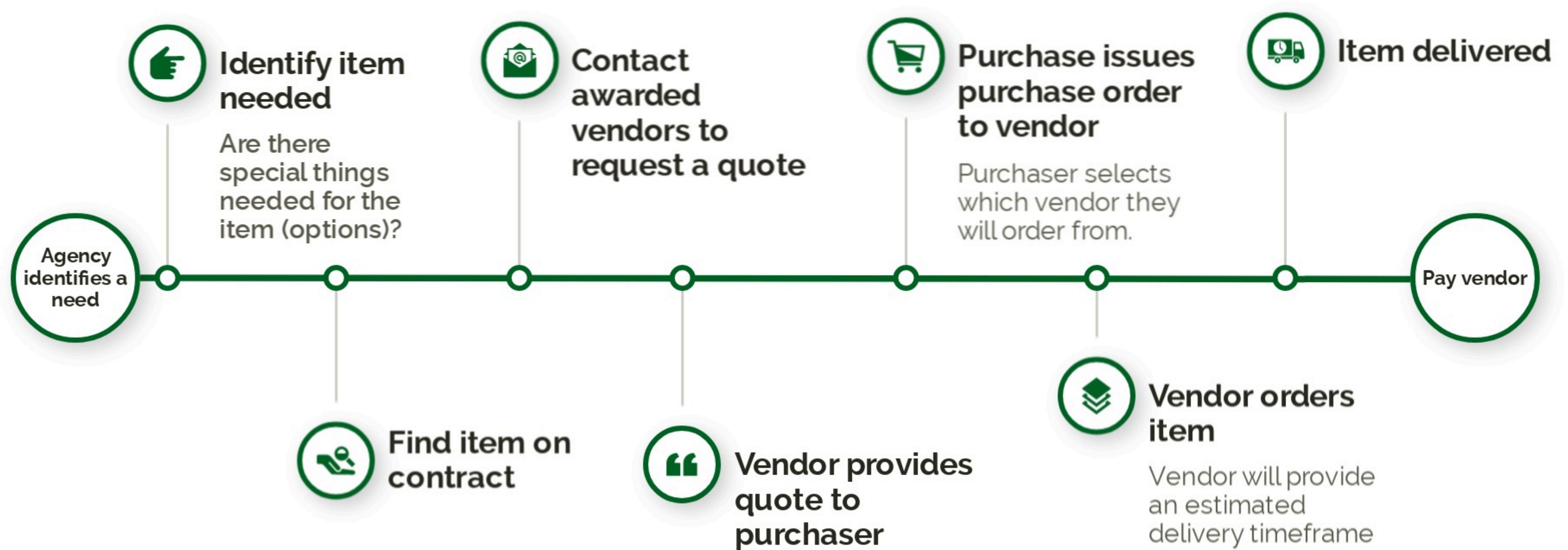
Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options
Northern	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options
Central	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options
Southern	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses How to Order

How to Purchase



FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Awarded Vendor Contract Signature Pages



Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The following pages are the submitted contract signature pages from the awarded vendors. The contract signature page is submitted within the Bidder Qualification Packet for the bid. By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required. The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The contract signature page may be handwritten or signed digitally. The forms that contained a digital signature have been noted as such.



CONTRACT SIGNATURE FORM

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name All Roads Kenworth, LLC

Business Address 2909 S Andrews Ave
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent

Signature *Michael Crawford*

Date 08/17/2023



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number

Bidder Company Name

Business Address

Name of Authorized Agent

Email address of authorized agent

Signature

Date

FSA Contract Number

Bidder Company Name



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name BOZARD FORD CO.

Business Address 540 OUTLET MALL BLVD
ST. AUGUSTINE, FL 32084

Name of Authorized Agent JEFFREY EASON

Email address of authorized agent JEASON@BOZARD.COM

Signature

Date 08/29/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name BOZARD FORD CO.





CONTRACT SIGNATURE FORM

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The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Broyhill Equipment LLC

Business Address One North Market Square PO Box 475 Dakota City NE 68731-0475

Name of Authorized Agent Tammy Steemken

Email address of authorized agent tammy.steemken@broyhill.com

Signature

Date 08/21/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name
Broyhill Equipment LLC



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

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The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number **FSA23-VEH21.0: Heavy Trucks & Buses**

Bidder Company Name **Container Systems & Equipment Co., Inc.**

Business Address **506 Bellevue Av., Daytona Beach, FL 32114**

Name of Authorized Agent **William Young**

Email address of authorized agent **wguinnyoung@gmail.com**

Signature

A handwritten signature in blue ink that reads "William Young". The signature is written in a cursive style with a large, looping "Y" at the end.

Date **August 25, 2023**



CONTRACT SIGNATURE FORM

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Model 1 Commercial Vehicles, Inc.

Business Address 8600 Atlantic Boulevard
Jacksonville, Florida

Name of Authorized Agent Nick Corley

Email address of authorized agent BidDepartment@Model1.com

Signature

Date 08/29/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Cumberland International Trucks of Florida, LLC

Business Address 2110 S. Division Ave
Orlando, FL 32805



Name of Authorized Agent Chuck Calhoun

Email address of authorized agent ccalhoun@cltte.com

Signature 
Date 9-21-23

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Cumberland International Trucks of Florida, LLC





CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Deland Truck Center, inc.

Business Address 1208 South Woodland Blvd.
Deland Florida 32720

Name of Authorized Agent Howard B. Williams

Email address of authorized agent howard@delandtruckcenter.com

Signature *Howard B. Williams*

Date 8/18/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses
Bidder Company Name Deland Truck Center, inc.



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name DUVAL FORD LLC

Business Address 1616 CASSAT AVE; JACKSONVILLE FL32210

Name of Authorized Agent RICHARD TACKETT

Email address of authorized agent RICHARD.TACKETT@DUVALFORD.COM

Signature 

Date 8/20/23



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Florida Kenworth, LLC.

Business Address 1800 North Orange Blossom Trail
Orlando, FL 32804

Name of Authorized Agent Matthew Peterson

Email address of authorized agent matt.peterson@csctruck.com

Signature

A handwritten signature in blue ink, appearing to read "Matthew Peterson".

Date 08/16/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name
Florida Kenworth, LLC.





CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Florida Transportation Systems, Inc.

Business Address 6041 Orient Road Tampa, Florida 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature

Date 08/09/2023



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name KENWORTH OF JACKSONVILLE

Business Address 1121 SUEMAC ROAD
JACKSONVILLE, FL 32254

Name of Authorized Agent ED COSTELLO

Email address of authorized agent edcostello@kwjax.com

Signature 

Date 08/28/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Matthews Bus Alliance Inc.

Business Address 4802 West Colonial Dr, Orlando, FL 32808

Name of Authorized Agent Glenn J Matthews

Email address of authorized agent gmatthews@matthewsbusesflorida.com

Signature

Date

8-24-2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name

Matthews Bus Alliance Inc.





CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Nacarato Truck Centers

Business Address 360 S Military Trl
West Palm Beach, FL 33415



Name of Authorized Agent Pat Daily COO

Email address of authorized agent pat.daily@nacarato.com

Signature *Pat Daily*

Date 8/17/23

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Nacarato Truck Centers





CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Nextran Truck Centers

Business Address 1986 West Beaver Street. Jacksonville, FL 32209

Name of Authorized Agent Anthony Abatecola

Email address of authorized agent Aabatecola@nextranusa.com

Signature

Date 08/22/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Phoenix Motorcars Leasing LLC DBA Phoenix Electric Sales

Business Address 1500 Lakeview Loop
Anaheim, CA 92807

Name of Authorized Agent Jose Paul

Email address of authorized agent josep@phoenixmotorcars.com

Signature

Date 08/30/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Orlando Freightliner

Business Address 2455 South Orange Blossom Trail Apopka Fl. 32703

Name of Authorized Agent Bob Scharpnick

Email address of authorized agent bscharpnick@orlandofreightliner.com

Signature

A handwritten signature in black ink, appearing to be "B Scharpnick", written over a horizontal line.

Date 08/07/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name

Orlando Freightliner





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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name The Peterbilt Store South Florida

Business Address 2441 S State Rd. 7 Ft. Lauderdale, Fl. 33317

Name of Authorized Agent Andy Hallums

Email address of authorized agent ahallums@thepetestore.com

Signature

Date 08/28/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS, INC

Business Address 7227 NW 74th Avenue, Miami, FL 33166

Name of Authorized Agent Carlos Currlin

Email address of authorized agent ccurrlin@rechtien.com

Signature

A handwritten signature in blue ink, appearing to read "C. Currlin", with a stylized flourish at the end.

Date 07/31/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS, INC



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Rush Truck Centers of Florida, Inc.

Business Address 8111 East Adamo Dr., Tampa, FL 33619

Name of Authorized Agent Wade Bosarge

Email address of authorized agent canadinep@rushenterprises.com

Signature

Date 09/06/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name SBL FREIGHTLINER, LLC

Business Address 2840 CENTER PORT CIRCLE POMPNAO BEACH FL 33064

Name of Authorized Agent DONALD MAHER

Email address of authorized agent DMAHER@FREIGHTLINERFL.COM

Signature

Date 08/07/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Southern States ToyotaLift

Business Address 115 South 78th Street
Tampa FL 33619

Name of Authorized Agent Shane Polson

Email address of authorized agent spolson@sstlift.com

Signature

A handwritten signature in black ink, appearing to read "SPOLSON".

Date 08/23/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Southern States ToyotaLift





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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Sun State International Tucks, LLC

Business Address 6020 Adamo Drive

Name of Authorized Agent David Metcalf

Email address of authorized agent dave.metcalf@sunstateintl.com

Signature

A handwritten signature in black ink that reads "David Metcalf".

Date 08/14/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name
Sun State International Tucks, LLC





CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301 N
Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature 

Date 08/07/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Ten-8 Fire & Safety, LLC

Business Address 2950 59th Ave. Dr. E. Bradenton, FL 34203

Name of Authorized Agent Blake Ebben

Email address of authorized agent bebben@ten8fire.com

Signature

Date 08/07/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name [Terradyne Armored Vehicles Inc.](#)

Business Address [1-402 Mulock Drive, Newmarket, Ontario L3Y 9B8](#)

Name of Authorized Agent [Lucus Witzke](#)

Email address of authorized agent lucus.witzke@terradyneinc.com

Signature

Date 08/30/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA22-VEL30.0

Bidder Company Name TRUCKMAX ISUZU

Business Address 29020 South Dixie Hwy, Homestead, FL, 33033

Name of Authorized Agent GUILLERMO CHEZ

Email address of authorized agent MYTRUCKS101@GMAIL.COM

Signature

Date 08/04/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA22-VEL30.0

Bidder Company Name TRUCKMAX , INC

Business Address 6000 NW 77TH COURT, MIAMI, FLORIDA, 33166

Name of Authorized Agent GUILLERMO CHEZ

Email address of authorized agent MYTRUCKS101@GMAIL.COM

Signature

Date 08/04/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Truckworx

Business Address 461 Sand Mine Rd
DeFuniak Springs, FL 32435

Name of Authorized Agent Rebecca Herrington

Email address of authorized agent rebeccac@truckworx.com

Signature

Date 08/08/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name
Truckworx

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Terms & Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

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The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

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- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

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- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

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contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

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- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

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1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

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1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

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1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

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Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

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default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

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amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

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Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

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- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

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The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

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termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

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descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

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term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

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2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

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the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

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package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

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- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

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- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

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2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

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Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

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3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

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A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

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delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

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Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

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The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

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Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

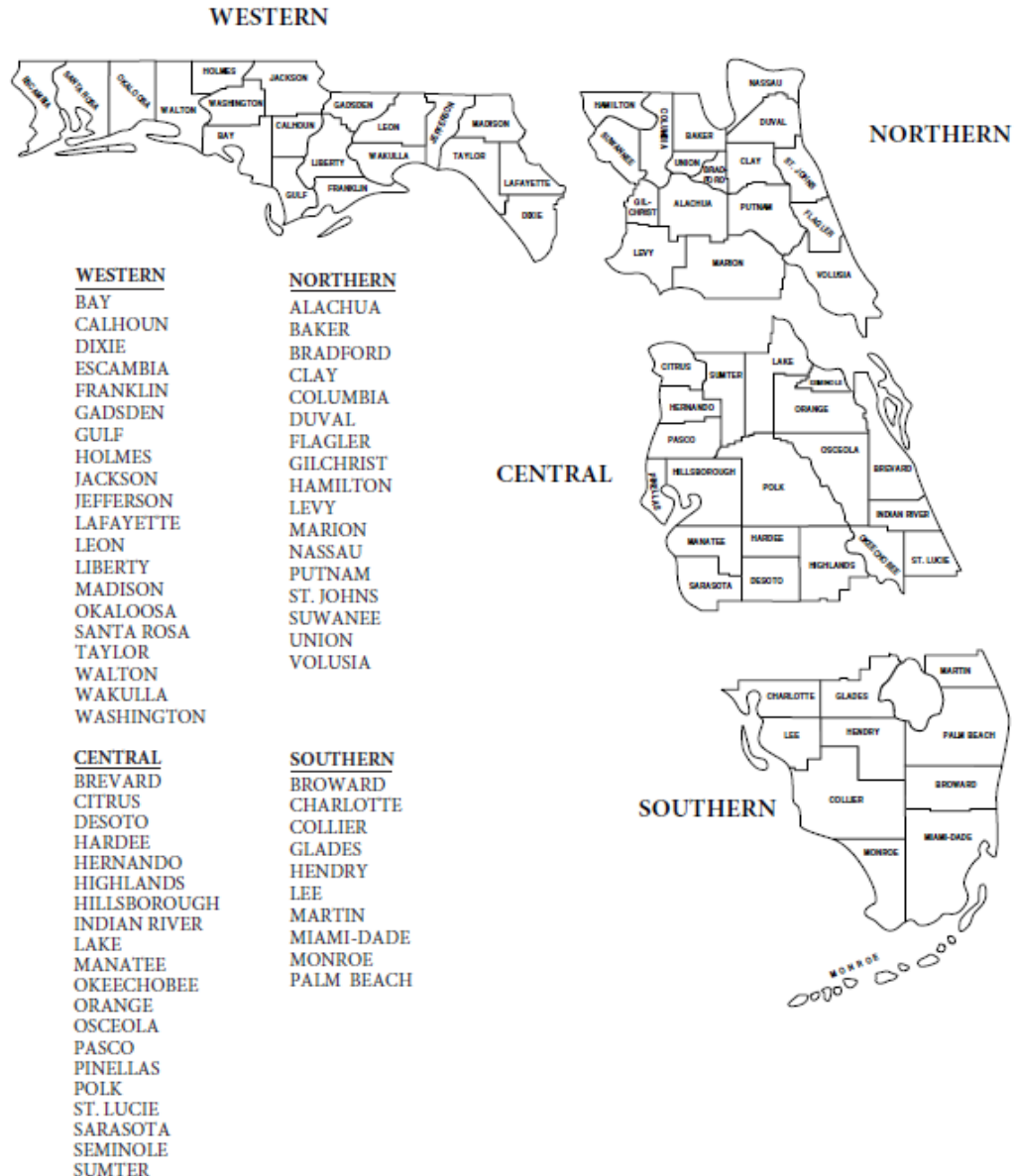
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Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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Appendix C: ACH Payments



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2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org
  

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

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a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



FSA23-VEH21.0: Heavy Trucks and Buses Item Group Descriptions

Item Groups Summary

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer base specifications, all vehicles shall include air conditioning. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis (including front axle, rear axle, wheels, and tires) of sufficient GVWR to safely accommodate all options selected by the purchaser. In all areas of these specifications, bidders must comply with current Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

Buses

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Cab and Chassis Trucks

- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
- Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2*
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
- Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
- Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
- Cab and Chassis: Tilt Cab (DRW) 4x2
- Mobile Command Unit/Critical Response Unit
- Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
- Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
- Tactical Armored Vehicles
- Terminal Tractor*



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

** Indicates new item group*



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Electric Motor: 160 kW, 215 hp minimum
- Batteries: 68 kW minimum
- GVWR: 14,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 19 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp minimum
- Batteries: 155 kW battery capacity minimum
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp
- Batteries: 155 kW battery capacity (approximate)
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 44 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Engine: Gas
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 14 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 6-speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 33 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 36 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

FSA Item Group Description

- Electric Motor: 340 kW, 455 hp minimum
- Transmission: 2-speed transmission, differential mounted
- Batteries: 375 kW storage capacity, frame mounted
- GVWR: 54,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 250 kW, 355 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Batteries: 282 kW storage capacity
- GVWR: 26,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4X2

FSA Item Group Description

- Electric Motor: 260 hp (peak) 185 (continuous)
- Transmission: Direct drive (no transmission)
- Batteries: 210 kW battery pack
- GVWR: 33,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 25,500 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 30,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis: Tilt Cab (DRW) 4x2

FSA Item Group Description

- Engine: Manufacturer's standard diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 12,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Mobile Command Unit/Critical Response Unit

FSA Item Group Description

- Manufacturer's standard equipment and specifications, and if not included, manufacturer installed power windows, power door locks, key FOB keyless entry. Must meet all FDOT and FMVSS safety standards.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Motor: Electric powered with the OEM recommended electric motor(s) for this application with no less than a 350kW rating
- Batteries: Largest available battery for model bid, electric charging system on the truck must be SAE J1772 compliant
- GVWR: 60,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Engine: 300 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: Allison 4500 RDS automatic transmission
- GVWR: 60,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

FSA Item Group Description

- Engine: 70 hp diesel engine, EPA compliant
- Transmission: Hydrostatic transmission, four-wheel drive
- GVWR: 12,900 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Tactical Armored Vehicle

FSA Item Group Description

- Engine: 6.7LV-8 Turbo diesel, 330 hp
- Transmission: 10-speed automatic TorqShift with OD
- GVWR: GVWR sized to built vehicle (19,500 lbs. approximate)



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Terminal Tractor

FSA Item Group Description

- Engine: 173 hp diesel engine
- Transmission: 7-speed automatic (6 forward, 1 reverse)



February 14, 2024

City of Deerfield Beach
401B SW 4th St.
Deerfield Beach FL 33441
Mr. German Cardona

Ref: FSA23-VEH21.0, Heavy Trucks and Buses

Item: 49, Peterbilt 537

2025 Peterbilt model 537 CNG with Petersen Grapple & Dump body

Base Chassis Price: \$115,029

• Front hubs – air disc	\$ 1,085
• Dana Spicer rear axle	\$ 963
• Rear hubs – air disc	\$ 813
• Rear severe service disc brake rotor	\$ 847
• Rear air disc brakes	\$ 1,914
• Cummins L9N CNG engine	\$ 19,097
• Battery disconnect	\$ 530
• Allison 3000 transmission	\$ 10,439
• 1710 HD driveline 2 midship bearings	\$ 1,263
• Dash mounted push button shifter	\$ 592
• Clear outside frame LH	\$ 794
• Clear outside frame RH	\$ 794
• Tool box RH under cab	\$ 674
• CNG exhaust	\$ 6,445
• 109" BBC hood for CNG engine	\$ 1,879

Total Chassis Price	\$163,158
Petersen Grapple Body	\$110,935
Agility CNG	\$ 41,307
Total Price	\$315,400

We appreciate the opportunity to quote The City of Deerfield Beach and look forward to hearing back from you on this purchase and future equipment needs.

Prepared by:

J.D. Cauthen

THEPETESTORE.COM

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RHODE ISLAND • SOUTH CAROLINA • TENNESSEE • VIRGINIA



The Peterbilt Store – Fort Pierce (P751)
5750 Orange Avenue
Ft Pierce, Florida 34947

City Of Deerfield Beach
401B SW 4TH STREET
DEERFIELD, Florida 33441
United States of America

Drew Hough
Cell Phone:
Office Phone:
Email: dhough@thepetestore.com

GERMAN CARDONA
Cell Phone: 954-420-5568
Office Phone: 9544205568
Email: gcardona@deerfield-beach.com

Vehicle Summary

Unit		Chassis	
Model:	Model 537	Fr Axle Load (lbs):	12000
Type:	Full Truck	Rr Axle Load (lbs):	20280
Description 1:	537 GRAPPLE CNG	G.C.W. (lbs):	32280
Description 2:	Clone of Chassis 683676 Model 537		
Application		Road Conditions:	
Intended Serv.:	City Delivery	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Other Body Type		6
Length (ft):	24	Wheelbase (in):	264
Height (ft):	13.5	Overhang (in):	46
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	69.5
Trailer		Cab to Axle (in):	194.5
No. of Trailer Axles:	0	Cab to EOF (in):	240.5
Type:		Overall Comb. Length (in):	350
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
Base Model		
S	Model 537 The Peterbilt Model 537 is highly versatile to take on the big jobs. It is available as a Class 7 truck or tractor with a GVW up to 33,000 lbs. With a full range of suspensions and an available all-wheel-drive configuration, the 537 is the perfect match for applications such as wrecker, tanker, beverage delivery, and municipal utilities just about any job you can throw at it.	9,870
O	Refuse, Scrap, Recycling	0
S	City Delivery Truck or tractor which hauls freight, typically operating within a 100-mile radius, on public streets and highways and other paved surfaces. Typically includes package and freight delivery.	0
O	Other Body Type	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
O	Agility Natural Gas Fuel System Assembler - Fontana, CA	0
Frame & Equipment		
O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	492
O	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	20
O	Aluminum Frame Rail Crossmembers Excludes suspension	-7
O	Custom Wheelbase or Overhang Engineering approval may be required.	0
O	3-Piece Suspension Crossmembers	0
O	Frame Components Bolted IPO Huck Fastened	0
O	EOF Square with Steel Crossmember	64
S	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment		
O	Meritor MFS+12 12,000 lb, 3.5 in. Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 12,000 pounds. Axles include special low-friction bushings,	-8

Price Level: January 1, 2024
Deal: 537 GRAPPLE CNG
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Std/ Opt	Description	Weight
	double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service	
O	Taper Leaf Springs, Shocks 12,000 lb Hendrickson taper leaf springs, shocks for 12,000 lbs.	169
S	Power Steering Sheppard HD94 Sheppard HD94 power steering gear is a light weight version of heavy duty line-haul power steering gear. For use with 10,000 to 13,200 lb. axle ratings.	0
O	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0
O	PHP10 Iron PreSet PLUS Hubs - Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	27
O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	15
Rear Axle & Equipment		
O	Dana Spicer P22060S 21,000 lb	0
O	PHP10 Iron Preset + Hubs - Air Disc	0
O	Severe Service Disc Brake Rotor Severe Service Disc Brake Rotor for refuse applications.	14
S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
S	Stability System Not Selected Or Not Available	0
S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold	0

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Std/ Opt	Description	Weight
	conditions and withstand the stress from high temperatures, extending component life.	
O	Air Disc Rear Brakes, Single Drive Axle	0
O	Ratio 4.88 Rear Axle	0
S	Reyco 79KB Taper Leaf 21,000 lb	0
O	Reyco Helper Springs 3,000 lb For use with Reyco 79KB suspension	60

Engine & Equipment

O	L9N 320@2000 GOV@2200 1000@1300 (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 NO....Engine Protection Shutdown (N21340 P112 93....Hard Maximum Speed Limit (P1 N21350 P001 64....Maximum Accelerator Pedal Ve N21370 P059 64....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21550 P516 100...Engine Load Threshold (P516) N21510 P520 YES...Enable Idle Shutdown Park Br N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	710
S	VMUX Electronics Architecture	0
O	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Override	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0

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Std/ Opt	Description	Weight
O	Typical Operating Speed 60 MPH	0
O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
O	CARB and EPA Engine Idling Not Required	0
S	Remote PTO/Throttle, 12-Pin, 250K BOC/BOS J1939, Remote Control Provision	0
O	EPA Emission Warranty	0
S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
O	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
S	2 PACCAR Premium 12V Starting Batteries 2000 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	Low Voltage Disconnect System	0
O	MD - Battery Disconnect Switch Mounted on Battery Box	9
S	DM Advantage ON/OFF Fan Clutch Horton DM Advantage Two-Speed Fan Clutch On/Off for heavy-duty, medium-duty and a variety of off-highway equipment.	0
S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
O	Spin-On Fuel/Water Separator for Natural Gas Engines	0
S	No Fluid Heat Option for Fuel Filter	0
S	No Electric Heat Option for Fuel Filter	0
O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579	0

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Std/ Opt	Description	Weight
	1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	
S	(1) Air Cleaner Engine Mounted	0
O	Exhaust Single RH Horizontal Natural Gas Engines Only. Completely under frame catalyst and outlet.	-124
Transmission & Equipment		
O	Allison 3000 RDS-P Transmission, Gen 6 Rugged Duty Series	459
O	1710 HD Driveline, 2 Midship Bearings	175
O	Park Brake Interlock For use with transmission mounted PTO	2
O	(1) Dash Mounted Single Acting EOA PTO Control Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fit.	1
O	Allison FuelSense Not Desired Dynamic Shift Sensing	0
O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
O	Allison 5-Speed Configuration, Close Ratio Gears Allison 3000 transmission only.	0
O	Dash Mounted Push Button Shifter Available with Allison transmissions	3
O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment		
S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
O	Pull Cords All Air Tanks	0
S	Nylon Chassis Hose	0
S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for	0

Price Level: January 1, 2024
Deal: 537 GRAPPLE CNG
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Std/ Opt	Description	Weight
	factory installation. See ECAT to determine number or location of air tanks installed.	
O	Clear Outside Frame of All Air System Components LH BOC	0
O	Clear Outside Frame of All Air System Components RH BOC	0
O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels		
O	FF: GY 20ply 315/80R22.5 G289 WHA Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	74
O	RR: GY 16ply 255/70R22.5 Fuel Max RTD Efficiency Rating: Fair	0
O	Code-rear Tire Qty 04	0
O	FF: Accur Stl Armor 29039PK 22.5X9.00 PHP10-5 Hand Holes	80
O	RR: Accur Stl Armor 51422PK 22.5X8.25 PHP10-2 hand holes.	12
O	Code-rear Rim Qty 04	0
U	No Tire Chains Due To Tire/Susp Clear	0
O	Wheel Guards, Single Axle Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0
Fuel Tanks		
O	No Fuel Tank/Fuel System Provided, CNG Only	0
O	CNG / LNG Frame Rail Mounted Tank Only	0
O	CNG Fuel System Compressed Natural Gas Fuel System.	0
Battery Box & Bumper		
S	MD Battery Box, Non-Slip Step LH Under Cab	0
O	Aluminum Battery Box Cover	4
O	Tool Box, Non-Slip Step RH Under Cab	87
O	Aero Bumper Molded One Piece Painted	11

Price Level: January 1, 2024
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Printed On: 2/14/2024 7:32:02 AM

Date: January 31, 2024
Quote Number: QUO-1079127-G8B0X1



Std/ Opt	Description	Weight
	Two tow points. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	

Cab & Equipment

O	Peterbilt Aero 109in BBC SMC Hood With molded charcoal crown and aluminum cab.	15
O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	2
O	Rubber Fender Lips 4" Extra Wide	8
S	Peterbilt Air Driver Seat	0
S	(2) Person Passenger Seat	0
O	Drivers Armrest - RH Only	2
O	Seat Belt Color Orange IPO Standard Black	0
S	Toolbox Under Passenger Seat Non-Suspension Seat	0
S	Air Ride Driver	0
O	High Back Driver	0
S	Vinyl Driver	0
S	Non-Air Ride Passenger	0
S	Low Back Passenger	0
S	Vinyl Passenger	0
S	Adjustable Steering Column - Tilt/Telescope	0
S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
S	Probilt Interior Gray/Black - Flat Roof	0
O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	0
S	Day Cab Rear Window Day cab rear window flush to back of cab.	0

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Std/ Opt	Description	Weight
S	1-Piece Glass Rear Cab Window Fixed	0
S	1-Piece Curved Windshield	0
S	Power Door Locks and Power Window Lifts Standard	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
S	Aero Rear View Mirror Housing, Molded Black	0
O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
S	Look Down Mirror Over Passenger Door with Black Housing	0
O	(1) Air Horn Round, 26" Length Roof mounted. Round horn shield.	4
O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
O	Standard Speaker Package For Cab (2) Speakers	4
O	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0
S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
O	Cab Air Suspension	15
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	9

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Std/ Opt	Description	Weight
O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
O	Dual Scale Speedometer MPH Over KPH	0
O	Main Instrument Panel (Nat Gas) Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
O	(3) Additional Electric Over Air Switches On/off only, switch has green indicator light, air connections on frame rail under cab. Three accessory solenoid banks with plugs.	1
S	Headlights Composite Fender Mounted Integral DRL/Park, Turn, and Side Marker	0
S	(5) Marker Lights, Aero LED Standard Black Housing. Chrome Housing available with Sun Visor.	0
S	Self-Canceling Turn Signal	0
S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0

Paint

S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0441EY BLUE N85700 BUMPER L0441EY BLUE N85500 CAB ROOF L0441EY BLUE N85300 FENDER L0441EY BLUE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0441EY BLUE	0
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Shipping Destination

Options Not Subject To Discount

S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
O	SmartLINQ RD - 3YR Sub Cummins Engines	0
O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0

Miscellaneous

S	Aero Hood (MODEL 537)	0
O	State Registry: Florida	0

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<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
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Promotions

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments



Total Weight

12,340

Prices and Specifications Subject to Change Without Notice.

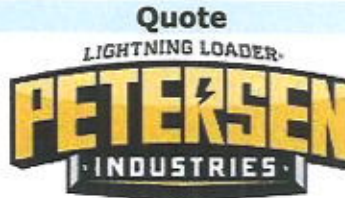
Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Petersen Industries, Inc.
 4000 SR 60 W
 Lake Wales, FL 33859
 Phone: (800) 930-5623
 email: parts-service@petersenind.com



Quote

Quote No	Quote Date	Page
20232214	11/15/2023	1

Bill To

The Peterbilt Store South
 2441 S. STATE ROAD 7
 Ft. Lauderdale, FL
 US

Ship to

The Peterbilt Store South
 2441 S. STATE ROAD 7
 Ft. Lauderdale, FL
 US

END USER: Deerfield Beach, City of (FL)

Customer No 1660	Slspsn Nick Filer	Payment terms Net 30
Loc 02	Ship via DRIVE AWAY	Ship Date 11/15/2023
Qty Ordered	UOM Item No	

Delivery Date: 90-120 Days After CH/
Unit price Disc Extended price

1.00 EA LOADER
 AS CONFIGURED BELOW

Feature/Kit Components- LOADER

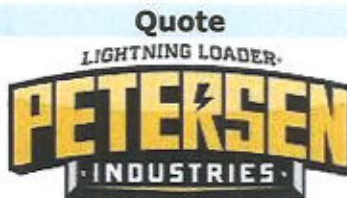
1.00 EA	0.TL3 MODEL TL3 BASE LOADER	1.00
1.00 EA	03.11SAI HEAVY DUTY SWING MOTOR	1.00
1.00 EA	03.12 STD HT PED STANDARD HEIGHT PEDESTAL	1.00
1.00 EA	01.11MQCA QUADSTICK MECH CONTROLS (UPGRADE for TL)	1.00
1.00 EA	10.16 HDHI HDHI OUTRIGGER STROBE	1.00
1.00 EA	07.10SB60 STANDARD BUCKET 60"	1.00
1.00 EA	10.04 BUWL BOOM-UP WARNING LIGHT/AUDIBLE ALARM	1.00
1.00 EA	12.05 HG HOSE GUARDS- HEAD & VALVE BANK	1.00
1.00 ST	10.97 WL WORK LIGHTS - (SET OF 2) (1 EACH SIDE OF BOOM)	1.00
1.00 EA	12.22 ICCNG INSTALLATION CHARGE ON ANY CNG/LNG CHASSIS	1.00
1.00 EA	12.36 HD HD CONTROL BOX THROTTLE ENGINE KILL & HORN	1.00
1.00 EA	12.02 TP TANDEM PUMP IN LIEU OF SINGLE 18 GMP	1.00
1.00 EA	11.02 LBPIO LOADER SINGLE COLOR PI ORANGE	1.00

1.00 EA 8.0 DUMP BODY
 AS CONFIGURED BELOW

Feature/Kit Components- 8.0 DUMP BODY

1.00 EA	8.29 2030-HDX MODEL HDX-2030 HARDOX BODY 1/8" SIDES, 3/16" FLOOR	1.00
1.00 EA	8.38 EGPTLCD ELECTRIC GOAL POST TYPE LOAD COVERING DEVICE	1.00

Petersen Industries, Inc.
 4000 SR 60 W
 Lake Wales, FL 33859
 Phone: (800) 930-5623
 email: parts-service@petersenind.com



Quote No	Quote Date	Page
20232214	11/15/2023	2

Bill To

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 2441 S. STATE ROAD 7
 Ft. Lauderdale, FL
 US

Ship to

The Peterbilt Store South
 2441 S. STATE ROAD 7
 Ft. Lauderdale, FL
 US

END USER: Deerfield Beach, City of (FL)

Customer No		Sispsn	Payment terms				
1660		Nick Filer	Net 30				
Loc	PPD/COL	Ship via	Ship Date		Delivery Date: 90-120 Days After CH/		
02		DRIVE AWAY	11/15/2023		Unit price	Disc	Extended price
Qty Ordered	UOM	Item No					
1.00	EA	8.72 OPRD SINGLE PIECE REAR DOOR (REPLACES STND BARN DOORS)	1.00				
1.00	EA	8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00				
1.00	EA	10.09 LED LED TYPE BODY LIGHTS, 15 EA.	1.00				
1.00	EA	10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00				
1.00	EA	8.77ANSI ANSI Z245 PACKAGE	1.00				
1.00	EA	11.02B BODY COLOR: BLACK	1.00				

Andy Hallums / 954-214-7224

Signature

Date



Sales Quotation

Hexagon Agility

3335 Susan Street, Suite 100
Costa Mesa, CA 92626;
US

Quote #: Q-01814-1
Date: 2/14/2024
Expires On: 6/30/2024
Quoted By: Joe Reisz
Email: joe.reisz@hexagonagility.com

Quoted For:**Email:****Phone:****Bill To:**

The Pete Store, LLC Knoxville
5218 RUTLEDGE PIKE (11W)
Knoxville, TN 37924 United States

Payment Term:**Delivery Method:****Terms of Delivery:****Installer:****Terms of Location:****Planned Ship Date:**

Net 30 Days

Best Way

F.O.B. USA

Excellence Peterbilt - Canada

Salisbury, NC

5/31/2024

End User:

QTY	DESCRIPTION
1.00	Customer Specified Paint Dual Side Mount
1.00	ProRail 45 (int. FMM with Blue iQ), Requires 95" of clear frame space for install. Standard Paint – Chassis Black
1.00	Add-on ProRail 45 (no FMM), Requires 95" of clear frame space for install. Standard Paint – Chassis Black
1.00	Truck; Front Bumper (Timed Fill) includes installation
1.00	Dual ProRail installation at 3rd Party location
TOTAL:	

Terms & Conditions

For Fuel System installation: Additional charges may be incurred if chassis does not meet specified space requirements or if any modifications are needed. Fuel is not provided unless otherwise specified. If fuel is specified, system will be fueled to a minimum of 2000 psi.

Effective immediately, in the event of chassis delays extending significantly beyond the customer requested delivery date, Hexagon reserves the right to require a Customer deposit in the amount of the price of the fuel system, as further set forth in the Standard Terms and Conditions and Warranty.

Standard lead times are 12-14 weeks from receipt of purchase order and placement of order. Lead times are dynamic Please check with your Sales Representative for up-to-date lead time information.

Vehicle layouts are necessary to ensure proper installation and eliminate interference of components on the truck. Failure to supply Hexagon Agility with a frame layout for review and approval could result in additional installation chargebacks.

By accepting this sales quotation, you hereby agree Hexagon Agility's Standard Terms and Conditions and Warranty, and its applicable addendums, shall apply. Please download a copy at <https://hexagonagility.com/terms-conditions-and-supplier-info>.

Signature:

Date:

Name (Print):

Title:



February 14, 2024

City of Deerfield Beach
401B SW 4th St.
Deerfield Beach FL 33441
Mr. German Cardona

Ref: FSA23-VEH21.0, Heavy Trucks and Buses

Item: 86, Peterbilt 520

2025 Peterbilt model 520 CNG with Labrie ASL (specs attached) base chassis price \$209,896

- Engine ISX12N (CNG) \$ 44,703
- CNG exhaust \$ 7,842

Total Chassis Price \$262,441

Labrie RH Automated Side Loader (specs attached) \$241,800

Total Price \$504,241

We appreciate the opportunity to quote The City of Deerfield Beach and look forward to hearing back from you on this purchase and future equipment needs.

Prepared by:

J.D. Cauthen

THEPETESTORE.COM

CONNECTICUT • DELAWARE • FLORIDA • GEORGIA • MARYLAND • MASSACHUSETTS
RHODE ISLAND • SOUTH CAROLINA • TENNESSEE • VIRGINIA



The Peterbilt Store – Fort Pierce (P751)
5750 Orange Avenue
Ft Pierce, Florida 34947

City Of Deerfield Beach
401B SW 4TH STREET
DEERFIELD, Florida 33441
United States of America

Drew Hough
Cell Phone:
Office Phone:
Email: dhough@thepetestore.com

GERMAN CARDONA
Cell Phone: 954-420-5568
Office Phone: 9544205568
Email: gcardona@deerfield-beach.com

Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	520 CNG DUAL DRIVE ASL	G.C.W. (lbs):	66000
Description 2:	Clone of Chassis 699727 Model 520		
Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Curbside Recycler	Wheelbase (in):	232
Length (ft):	24	Overhang (in):	75
Height (ft):	13.5	Fr Axle to BOC (in):	0.1
Max Laden Weight (lbs):	1000		
Trailer		Cab to Axle (in):	231.9
No. of Trailer Axles:	0	Cab to EOF (in):	306.9
Type:		Overall Comb. Length (in):	364.6
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2024
Deal: 520 CNG DUAL DRIVE ASL
Printed On: 2/14/2024 7:40:07 AM

Date: January 31, 2024
Quote Number: QUO-1078658-G9V1M0



Std/ Opt	Description	Weight
Base Model		
S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
S	Refuse, Scrap, Recycling	0
S	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
S	Curbside Recycler A lift-equipped truck used to load residential recycling bins into the truck body. Recycling material is removed by the body by hydraulic tilt.	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
O	Labrie Natural Gas Fuel System Assembler	0
Frame & Equipment		
O	10-3/4" Steel Rails 343-450" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	290
O	Full Steel Inner Liner	737
O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
O	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
O	Frame Components Bolted IPO Huck Fastened	0
O	EOF Square with Steel Crossmember	64
S	Omit Rear Mudflaps and Hangers	0

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Std/ Opt	Description	Weight
Front Axle & Equipment		
S	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	0
S	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	0
S	Power Steering Sheppard M100 Dual Gear For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
S	PHP10 Iron PreSet PLUS Hubs - Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0
S	Severe Service Disc Brake Rotor For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0
S	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
O	PACCAR FX Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	0
Rear Axle & Equipment		
O	Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	113
O	PHP10 Iron PreSet PLUS Hubs	0

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Date: January 31, 2024
Quote Number: QUO-1078658-G9V1M0



Std/ Opt	Description	Weight
O	Differential Lock Both Axles Air Rocker Switch Occupies the Space of One Gauge	60
O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0
O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
O	Heavy Wall, Drive Axle(s)	88
O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
O	Wide Track, Single & Tandem Drive Axle(s) Wide track offers added stability. Rear width may exceed 102 inches. Verify operating restrictions and body installation.	29
S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
O	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	0
O	Ratio 4.30 Rear Axle	0
O	Hendrickson HMX EX 460 46,000 LBS., 54" Haulmax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	-67
Engine & Equipment		
O	ISX12N 350R@1700 GOV@2100 1350@1200 Refuse Rating (2024 Emissions)	1,065

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Std/ Opt	Description	Weight
	N21430 N201 0.....Reserve Speed Limit Offset (	
	N21410 N202 0.....Maximum Cycle Distance (N202	
	N21400 N203 252...Reserve Speed Function Reset	
	N21320 N205 120...Standard Maximum Speed Limit	
	N21420 N206 10.....Maximum Active Distance (N20	
	N21470 P062 NO....Cruise Control Auto Resume (	
	N21480 P068 NO....Auto Engine Brake in Cruise	
	N21450 P026 NO....Gear Down Protection (P026)	
	N21440 P015 NO....Engine Protection Shutdown (	
	N21340 P112 93....Hard Maximum Speed Limit (P1	
	N21350 P001 64....Maximum Accelerator Pedal Ve	
	N21370 P059 64....Maximum Cruise Speed (P059)	
	N21590 P230 NO....Enable Hot Ambient Automatic	
	N21530 P233 YES...Enable Impending Shutdown Wa	
	N21540 P234 60....Timer For Impending Shutdown	
	N21460 P046 1400..Max PTO Speed (P046)	
	N21520 P030 5.....Timer Setting (P030)	
	N21570 P031 NO....Idle Shutdown Manual Overrul	
	N21610 P172 40....Low Ambient Temperature Thre	
	N21630 P171 80....High Ambient Temperature Thr	
	N21550 P516 100...Engine Load Threshold (P516)	
	N21510 P520 YES...Enable Idle Shutdown Park Br	
	N21620 P173 60....Intermediate Ambient Tempera	
	N21330 N207 0.....Expiration Distance (N207)	
	N21500 N209 0.....Expiration Distance (N209)	
S	VMUX Electronics Architecture	0
O	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Override	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0
O	Typical Operating Speed 65 MPH	0
O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0
O	CARB and EPA Engine Idling Not Required	0
O	Reinforced Belly Pan	0
O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
O	EPA Emission Warranty	0
S	PACCAR 160 Amp Alternator, Brushed	0

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Std/ Opt	Description	Weight
	PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	
O	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	Battery Jumper Terminals Mtd In Front Of Battery Box	4
O	Kissling Battery Disconnect SW 300AMP Single Tab; MTD on Battery Box	3
S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
O	C-Brake By Jacobs, ISX12N Features a dedicated cam lobe design for optimum power and three-stage engine brake operation. Includes 2 switches: A 2-position on/off engine switch. As well as a 3- position up, down, hold range selector switch.	0
O	Spin-On Fuel/Water Separator for Natural Gas Engines	0
S	No Fluid Heat Option for Fuel Filter	0
S	No Electric Heat Option for Fuel Filter	0
O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in.	0
S	Stainless Steel Grille	0

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Std/ Opt	Description	Weight
S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
O	Exhaust Single LH Vertical Natural Gas Engines Only	-486

Transmission & Equipment

O	Allison 4500 RDS-P Transmission, Gen 6 Rugged Duty Series	390
O	RPL20 Driveline Interaxle Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commercial vehicles and are permanently lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	-5
O	RPL25 SD Driveline, 1 Midship Bearing All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	45
O	Dual Station Electric Shift, Allison HD/RDS	0
O	Omit Allison Neutral At Stop	0
S	Allison Fuelsense Dynactive With Dynamic Shift Sensing	0
S	Console Mounted Push Button Shifter	0
O	Auto Neutral AK, Allison HD/RDS Dual Steer Add code 4540940 if plumbed to flip valve to actuate service brakes is desired	0
O	Allison MD/HD Shift Select AL Dual station controls	0
O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only	0

Air & Trailer Equipment

S	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
O	Pull Cords All Air Tanks	1
S	Nylon Chassis Hose	0
S	Steel Painted Air Tanks	0

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Std/ Opt	Description	Weight
	All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	
O	Dual Brake Pedals Only available with 6501100 or 6501110	0
Tires & Wheels		
O	FF: GY 20Ply 315/80R22.5 Endurance WHA Efficiency Rating: Poor Goodyear's Best Waste Haul All-position Tire For Long Miles To Removal. Diameter= 43.1 inches; SLR= 20.0 inches.	-26
O	RR: GY 20ply 315/80R22.5 G289 WHA Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	296
S	Code-rear Tire Qty 08	0
O	FF: Alcoa 89U647 22.5X9.00 High Polish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-94
O	RR: Alcoa 89U647 22.5X9.00 High Polish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-216
S	Code-rear Rim Qty 08	0
Fuel Tanks		
O	No Fuel Tank/Fuel System Provided, CNG Only	0
O	Location LH BOC 000 Gal	0
O	CNG / LNG Frame Rail Mounted Tank Only	0
O	CNG Fuel System Compressed Natural Gas Fuel System.	0
Battery Box & Bumper		
O	Aluminum Space Saver Battery Box LH Back Of Cab	-11
O	Mount Space Saver Battery Box Top Of Box 8" Below top of frame	0
O	Steel Bumper Swept Back Painted Requires bumper extension, includes two front tow eyes with pins	2
O	Notched Top Flange Of Bumper Does not include fepto provisions	0
O	Front Bumper Cutout For CNG Fill	0

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Std/ Opt	Description	Weight
Cab & Equipment		
O	53" LCF ProBilt Cab Dual Seated Drive Dual Steer with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, sstl grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, doghousefull insulation, rubber floor mats, engine tunnel mounted control console, removable instrument panel w/speedometer message center, two engine oil pressure gauges, cigar lighter and ashtray, adjustable side flip-down interior sunvisor, 17" black steering wheels LH and RH w/horn buttons, power windows, 18" step height, extended metal step w/ add'l grab handle, Front and side Directionals, Remote radio control and HVAC head for applicable drive station, Multi-function turn stalk, Pantograph wiper operation for expanded coverage area, Stylized single rectangular headlight.	81
S	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0
S	4.5" Rubber Flares On Cab And wheel well fenders	0
O	Sears C2 Plus Premium Driver Seat Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	0
O	Sears C2 Plus Premium Passenger Seat Enhanced for operator comfort with a 1" thicker foam cushion with flat bolsters for greater surface area coverage. Countoured metal seat and back pans add to overall ergonomic design with air lumbar supprt. Comes with quick attach seat and back cushions for ease of service and replacement.	0
O	Seat Belt Color Orange IPO Standard Black	0
O	Air Ride Driver	43
O	Mid Back Driver	0
S	Vinyl Driver	0
O	Air Ride Passenger	43
O	Mid Back Passenger	0
S	Vinyl Passenger	0

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Std/ Opt	Description	Weight
S	Gray Interior Color Includes ABS Gray Headliner & Rear Cab Panel, Gray Vinyl Engine Tunnel Cover. For LH, RH, and Dual Steer Dual Seated Power Windows are standard on both doors. For Dual Steer RH stand-up the LH Window is Power and the RH Window is a Manual Sliding window.	0
O	Fixed Steering Column	0
O	Steering Wheels for Dual Steer 16 inch LH and RH drive station.	0
O	Diamond Plate Floor Covering LH/RH ipo Floormat In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	13
S	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	0
S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0
S	2-Piece Flat Windshield	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
S	Black LH/RH Tri-plane Mirrors, Heated, Motorized, Mounted to Doors. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror.	0
S	(1) Air Horn 15" Painted Mounted under cab.	0
O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
O	Midlevel Speaker Package For Cab (4) Speakers	6
O	Radio Mute When In Reverse For automatic or automated transmission	0
O	Bluetooth Phone and Audio Requires USB Port	0
O	USB Port	0
S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet	0

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Std/ Opt	Description	Weight
	services products, the existing pre-wire option for the other fleet service devices will continue to be available.	
O	Cab Tilt Pump Air Assist	0
S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	12
S	Backup Alarm Wiring To EOF	0
S	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
S	Air Restriction Indicator Mounted on exhaust stanchion	0
O	Main Instrument Panel (Nat Gas) Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
S	Headlights Single Rectangular Halogen	0
S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	0
O	Self-Canceling Turn Signal	0
Paint		
S	Standard Paint Color Selection	0
O	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0
Shipping Destination		
Options Not Subject To Discount		
S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
O	Fuel Price Index Factor \$135 NET	0

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Std/ Opt	Description	Weight
☐	SmartLINQ RD - 5YR Sub Cummins Engines	0
☐	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
☐	Frame Layout Identical to Previous Chassis	0
Miscellaneous		
☐	State Registry: Florida	0

Promotions

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments



Total Weight

19,069

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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ENVIRONMENTAL
PRODUCTS GROUP

PROPOSAL SUMMARY

Prepared for:

The Pete Store





Customer Name: Deerfield Beach, FL

Date : 11-10-23

Labrie Side Loaders

Environmental Products would like to thank you for the opportunity to present the **Labrie Automizer Right-Hand Side Loader**.

Environmental Products Group is the sole provider of Labrie Equipment in the state of Florida, as well as many other leading industry product lines including: Vactor sewer Cleaners, Elgin Street Sweepers, TRUVAC Hydro Excavation Equipment, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, Tennessee. Including Vactor, Elgin, TRUVAC, and Envirosight repair centers, Extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.



Product Description

- The Automizer™ Right-Hand side loader features a strong, light-weight body with a reliable loading arm that can reach farther than any other automated side loader. Parked cars and other obstacles are no longer an obstacle with an arm that can reach 12-feet and lift up to 1,000 pounds fully extended. Thanks to carefully engineered hydraulics, this arm maneuvers both smoothly and with exacting precision.

Configurative Features:

- Crusher Panel
- Heavy Duty Arm & Grabber 32 to 95 gal
- 31 Yard Capacity

Lifting Arms option:

- Grabber counting device: counts number of carts dumped
- Spill Shield: installed behind grabber

Control options:

- Arm joystick controls in-cab: Dual joystick
- Auxillary arm controls in-bab: RH-side (mini-joystick style)
- Crusher panel control on joystick
- Packer control on joystick

Hydraulic options:

- Hydraulic oil cooler
- Hydraulic pressure gauge on main valve

Lighting options:

- Lightbar multifunctional lights (4) X pattern
- Work light Package LED
- Hopper Streetside
- Curbside Post
- Strokes on Lightbar



ENVIRONMENTAL PRODUCTS GROUP

Camera options:

- Quadruple Envirolink Cameras(4)
- Tailgate center
- Hopper streetside
- Post curbside
- Tailgate streetside
- Envirolink 7" Color Monitor
- On Ceiling, Centered

Body options:

- Anti-sail bars on rear mudflaps
- Body floor liner Hardox 450 steel
- Central grease point for follower panel rollers
- Central grease point for packer shoes and rails
- Clean out tools (broom- hoe & shovel kit including brackets; installed at front of body)
- Ground level grease points: for tailgate & hopper door hinges
- Hopper floor liners: Hardox 450 steel
- Hopper side wall liners: Hardox 450 steel
- Retainer teeth under breaker bar
- CNG system to be provided by Labrie (Tailgate Mount)

Paint options:

- Body: 1 Color Urethane Body Paint (Deerfield Beach, FL color)



ENVIRONMENTAL
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Does not include F.E.T. and Sales Tax.

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature: _____

Date: _____



February 28, 2024

City of Deerfield Beach
401B SW 4th Street
Deerfield Beach, FL 33441
Mr. German Cardona

Ref: FSA23-VEH21.0, Heavy Trucks and Buses

Item: 49, Peterbilt 537

2025 Peterbilt model 548 CNG w/ Galfab rolloff

	Base Chassis Price:	\$115,029
	548 Tandem Axle	\$ 57,482
• Cummins L9N 320HP CNG		\$ 19,097
• Allison 4500 RDS Transmission, Gen 6		\$ 21,847
• Rear Axle – Meritor RT46-160 46Klb		\$ 14,496
• Full Steel Liner		\$ 1,837
	Total Chassis Price	\$229,788
	Galfab Rolloff body	\$ 65,000
	Agility CNG	\$ 41,307
	Total Price	\$336,095

We appreciate the opportunity to quote The City of Deerfield Beach and look forward to hearing back from you on this purchase and future equipment needs.

Prepared by:

J.D. Cauthen

THEPETESTORE.COM

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The Peterbilt Store - Fort Lauderdale (P750)
2441 South State Road 7
Ft. Lauderdale, Florida 33317

City Of Deerfield Beach
401B SW 4TH STREET
DEERFIELD BEACH, Florida 33441
United States of America

Jonathan Cauthen
Cell Phone:
Office Phone:
Email: jcauthen@thepetestore.com

GERMAN CARDONA
Cell Phone: 954-444-1629
Office Phone: 954-420-5568
Email: gcardona@deerfield-beach.com

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:		G.C.W. (lbs):	66000
Description 2:	CITY OF DEERFIELD BEACH CNG ROLLOFF		
Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
Body		Class D (Off-Road)	0
Type:	Roll-Off	Maximum Grade:	6
Length (ft):	24	Wheelbase (in):	262
Height (ft):	8.5	Overhang (in):	72
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	69.5
Trailer		Cab to Axle (in):	192.5
No. of Trailer Axles:	0	Cab to EOF (in):	264.5
Type:		Overall Comb. Length (in):	374
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	65		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

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100% Complete

Date: February 28, 2024

Deal:

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Sales Code	Std/ Opt	Description	Weight
Base Model			
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,001 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	10,860
0091180	O	Refuse, Scrap, Recycling	0
0093035	O	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
0095090	O	Roll-Off A rectangular open top dumpster which utilizes wheels and a hydraulically operated bed to roll the dumpster off the truck body onto the ground. Commonly used to transport construction, demolition waste, and other waste types.	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200670	O	Agility Natural Gas Fuel System Assembler - Fontana, CA	0
Frame & Equipment			
0514020	O	10-3/4" Steel Rails 355-384" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	576
0601500	O	Full Steel Inner Liner	695
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651010	S	Peterbilt Rear Mudflaps and Straight Hangers Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	0

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Sales Code	Std/ Opt	Description	Weight
Front Axle & Equipment			
1011890	O	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	137
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	118
1243050	O	Power Steering Sheppard HD94 Dual Gear For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354840	S	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	0
1380270	O	Bendix Air Cam Front Drum Brakes 16.5x6 Includes automatic slack adjusters & outboard mounted brake drums.	5
1380490	O	PACCAR FX Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	15
1391410	S	Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment			
1526120	O	Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	2,434
1616300	S	PHP10 Iron PreSet PLUS Hubs	0
1680440	O	Refuse Service Brakes, Steer And Drive Axles	4

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Sales Code	Std/ Opt	Description	Weight
		Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60
1704560	O	Ratio 4.56 Rear Axle	0
1824410	O	Hendrickson HMX EX 460 46,000 LBS., 54" Haulmax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.	606
Engine & Equipment			
2056320	O	L9N 320@2000 GOV@2200 1000@1300 (2024 Emissions) N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21320 N205 120...Standard Maximum Speed Limit N21420 N206 0.....Maximum Active Distance (N20 N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise	235

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Sales Code	Std/ Opt	Description	Weight
		N21450 P026 NO....Gear Down Protection (P026)	
		N21440 P015 NO....Engine Protection Shutdown (	
		N21340 P112 93....Hard Maximum Speed Limit (P1	
		N21350 P001 64....Maximum Accelerator Pedal Ve	
		N21370 P059 64....Maximum Cruise Speed (P059)	
		N21590 P230 YES...Enable Hot Ambient Automatic	
		N21530 P233 YES...Enable Impending Shutdown Wa	
		N21540 P234 60....Timer For Impending Shutdown	
		N21460 P046 1400..Max PTO Speed (P046)	
		N21520 P030 5.....Timer Setting (P030)	
		N21570 P031 NO....Idle Shutdown Manual Overrul	
		N21610 P172 40....Low Ambient Temperature Thre	
		N21630 P171 80....High Ambient Temperature Thr	
		N21550 P516 100...Engine Load Threshold (P516)	
		N21510 P520 YES...Enable Idle Shutdown Park Br	
		N21620 P173 60....Intermediate Ambient Tempera	
		N21330 N207 0.....Expiration Distance (N207)	
		N21500 N209 0.....Expiration Distance (N209)	
2091130	S	VMUX Electronics Architecture	0
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092017	O	Typical Operating Speed 68 MPH	0
2092031	S	Powertrain Optimized for Fuel Economy Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time.	0
2140220	O	CARB and EPA Engine Idling Not Required	0
2140450	O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
2140670	O	EPA Emission Warranty	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538030	S	2 PACCAR Premium 12V Starting Batteries 2000 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0

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Sales Code	Std/ Opt	Description	Weight
2539720	O	Low Voltage Disconnect System	0
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	9
2621090	S	HORTON ON/OFF Fan Clutch Horton DM Advantage Two-Speed Fan Clutch On/Off for heavy-duty, medium-duty and a variety of off-highway equipment.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2921170	O	Spin-On Fuel/Water Separator for Natural Gas Engines	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921310	S	No Electric Heat Option for Fuel Filter	0
3010400	O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389 HH 1604 sq in, 567 1379 sq in.	0
3211140	S	(1) Air Cleaner Engine Mounted	0
3365460	O	Exhaust Single RH Horizontal Natural Gas Engines Only. Completely under frame catalyst and outlet.	-282
Transmission & Equipment			
4052970	O	Allison 4500 RDS-P Transmission, Gen 6 Rugged Duty Series	849
4210280	O	1810 HD Driveline, 2 Midship Bearings 4.5in x .180 wall tubing	160
4230080	O	PTO F/O Chelsea	0
4233910	O	(1) Dash Mounted Single Acting EOH PTO Control Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	1
4240010	O	Allison Transmission Oil Cooler Aero with Allison 4000 or high torque PX-9	13
4252890	O	Allison FuelSense Not Desired Dynamic Shift Sensing	0

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Sales Code	Std/ Opt	Description	Weight
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
4256740	O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	3
4257110	O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment			
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4610920	O	Self-Returning Brake Hand Valve Dash mounted controls	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
4612780	O	AE Connection EOF, 7-Way Socket, 4' Additional Lines coiled and strapped to frame, without gladhands	0
Tires & Wheels			
5032320	O	FF: GY 20ply 315/80R22.5 G289 WHA Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	74
5132320	O	RR: GY 20ply 315/80R22.5 G289 WHA Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	296
5190008	O	Code-rear Tire Qty 08	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish	-30

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Sales Code	Std/ Opt	Description	Weight
		Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	
5320530	O	RR: Alcoa 89U647 22.5X9.00 High Polish Aluminum. Ultra ONE wheels with MagnaForce alloy.	-56
5390008	O	Code-rear Rim Qty 08	0
5400100	O	Alligator V2B Double Sealing Valve Caps On Tire Valve stems. Inflate thru valve.	0
Fuel Tanks			
5532010	O	No Fuel Tank/Fuel System Provided, CNG Only	0
5601070	O	Location RH U/C 70 Gallon	0
5653070	O	CNG / LNG Frame Rail Mounted Tank Only	0
5653180	O	CNG Fuel System Compressed Natural Gas Fuel System.	0
Battery Box & Bumper			
6020030	S	MD Battery Box, Non-Slip Step LH Under Cab	0
6030630	O	Aluminum Battery Box Cover	4
6050040	O	Tool Box, Non-Slip Step RH Under Cab	87
6112840	O	Steel Bumper Tapered Chromed Two tow points. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	115
Cab & Equipment			
6510190	O	Peterbilt Aero 109in BBC SMC Hood With molded charcoal crown and aluminum cab.	15
6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	0
6800340	O	Rubber Fender Lips 4" Extra Wide	8

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Sales Code	Std/ Opt	Description	Weight
6914180	O	Sears Driver Seat	0
6924180	O	Sears Passenger Seat	0
6930580	O	Drivers Armrests - LH & RH	4
6930800	O	Black Seat Color IPO Standard Color	0
6939110	S	Toolbox Under Passenger Seat Non-Suspension Seat	0
6939400	S	Air Ride Driver	0
6939420	O	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	O	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	4
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7036130	O	Probilt Interior Charcoal Gray - Curved Roof	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	0
7210510	O	3-Piece Glass Rear Cab Window, All Pieces Fixed	12
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7510070	S	Aero Rear View Mirror Housing, Molded Black	0

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Sales Code	Std/ Opt	Description	Weight
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0
7788055	O	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852020	O	Cab Air Suspension	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7901130	O	Backup Alarm (107 DB)	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8041200	O	Dual Scale Speedometer MPH Over KPH	0

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Sales Code	Std/Opt	Description	Weight
8070810	O	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
8070820	O	Engine Percent Torque Located in Digital Cluster Display	0
8070880	O	Main Instrument Panel (Nat Gas) Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0
8111110	S	Headlights Composite Fender Mounted Integral DRL/Park, Turn, and Side Marker	0
8121210	O	(5) Marker Lights, Chrome Housing Aero LED	0
8134160	S	Self-Canceling Turn Signal	0
8134180	O	Daytime Running Lights, Mounted In Bumper Driven by chassis height	0
8140120	O	Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace	9
8151190	O	(2) Load Lights, LED, Flush Mounted Low Inboard Back of cab / back of sleeper	4

Paint

8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408626	O	SmartLINQ RD - 5YR Sub Cummins Engines	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0

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Sales Code	Std/ Opt	Description	Weight
Miscellaneous			
9409045	S	Aero Hood (MODEL 548)	0
9409059	O	State Of Registry: Florida	0

Promotions

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight 17,195

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
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- Galfab 75k Outside Rail Roll Off Hoist
- 5 Spool Valve System
- Permco Pump, 1" / 15 Spline
- 48 Gallon Side Mount Oil Tank
- Pintle Ready Apron, 8" Hoist with Split Bumper and Auto Fold
- Hoist Up Alarm, Audible with Light
- Hoist Servicing Props
- Cable Eye "J-Hook"
- Toolbox – 20" X 16" X 48"
- Ratchet Tie Down with Nylon Straps – 1 Set
- Fenders – Black Poly for Tandem Rear
- Tarp System
- Black Paint on Hoist



Sales Quotation

Hexagon Agility

3335 Susan Street, Suite 100
Costa Mesa, CA 92626;
US

Quote #: Q-01814-1
Date: 2/14/2024
Expires On: 6/30/2024
Quoted By: Joe Reisz
Email: joe.reisz@hexagonagility.com

Quoted For:		Payment Term:	Net 30 Days
Email:		Delivery Method:	Best Way
Phone:		Terms of Delivery:	F.O.B. USA
Bill To:	The Pete Store, LLC Knoxville 5218 RUTLEDGE PIKE (11W) Knoxville, TN 37924 United States	Installer:	Excellence Peterbilt - Canada
		Terms of Location:	Salisbury, NC
		Planned Ship Date:	5/31/2024
End User:			

QTY	DESCRIPTION
1.00	Customer Specified Paint Dual Side Mount
1.00	ProRail 45 (int. FMM with Blue iQ), Requires 95" of clear frame space for install. Standard Paint – Chassis Black
1.00	Add-on ProRail 45 (no FMM), Requires 95" of clear frame space for install. Standard Paint – Chassis Black
1.00	Truck; Front Bumper (Timed Fill) includes installation
1.00	Dual ProRail installation at 3rd Party location

Terms & Conditions

For Fuel System installation: Additional charges may be incurred if chassis does not meet specified space requirements or if any modifications are needed. Fuel is not provided unless otherwise specified. If fuel is specified, system will be fueled to a minimum of 2000 psi.

Effective immediately, in the event of chassis delays extending significantly beyond the customer requested delivery date, Hexagon reserves the right to require a Customer deposit in the amount of the price of the fuel system, as further set forth in the Standard Terms and Conditions and Warranty.

Standard lead times are 12-14 weeks from receipt of purchase order and placement of order. Lead times are dynamic Please check with your Sales Representative for up-to-date lead time information.

Vehicle layouts are necessary to ensure proper installation and eliminate interference of components on the truck. Failure to supply Hexagon Agility with a frame layout for review and approval could result in additional installation chargebacks.

By accepting this sales quotation, you hereby agree Hexagon Agility's Standard Terms and Conditions and Warranty, and its applicable addendums, shall apply. Please download a copy at <https://hexagonagility.com/terms-conditions-and-supplier-info>.

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-166

Agenda Date: 3/19/2024

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the Florida Inland Navigation District (FIND) for the marine science welcome center component of the Sawgrass to Seagrass Center at Sullivan Park Project; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Deerfield Beach Community Redevelopment Agency (CRA) has committed to undertake the redevelopment and expansion of Sullivan Park in fulfillment of CRA Plan goals and objectives and the adopted 5-Year Capital Improvement Plan. A series of agreements have been put into place to memorialize the CRA's partnership with the City to implement this project. The City submitted and was awarded a Florida Inland Navigation District (FIND) Waterways Assistance Program (WAP) grant for Phase 1 Planning, Design and Engineering and Phase 2 Construction in the amount of \$2,030,172.22 in February 2016 for Sullivan Park. Sullivan Park was completed in February 2017. The park has won awards for engineering, redevelopment, and parks and recreation accomplishments and has exceeded expectations for activation of the Cove redevelopment area. It now serves as a regional ecotourism destination for visitors to the City of Deerfield Beach and South Florida.

In 2017, the CRA purchased 1601 Riverview Road to expand the Sullivan Park envelope. In 2019, after several rounds of public input and project conceptualization, the CRA voted to dedicate the additional park space with the addition of a children's marine science center to be known as the Sawgrass to Seagrass Center at Sullivan Park.

The project is now fully designed and approximately 75% of the way through the permitting process. At 90% design, the CRA commissioned a construction cost estimate that projects that the project will cost \$9,671,698 as of the time when the estimate was completed. The construction contract is currently in the public procurement process with a scheduled bid opening on April 25, 2024.

Current Activity

The City Commission is being asked to approve a resolution for the submission of a Grant Application to the Florida Inland Navigation District (FIND) for grant funding for the marine science welcome center portion of the Sawgrass to Seagrass Center Project located at Sullivan Park ("Marine Science Project").

The estimated cost of the Marine Center Project is \$6,920.330.00 and the Grant requires a 50% matching contribution based upon the total project cost, which match is an estimated amount of \$3,460,165. Grant funds will be used to offset the overall project cost and directly used for the Marine Science Project. The CRA will administer the grant in consultation with the City Manager, and the Departments of Parks and Recreation and Environmental Services. The CRA Director will serve as the main point of liaison between the project and FIND, prepare required reports and make reimbursement requests, as appropriate.

A copy of the total overall project cost estimate is attached to this item for City Commission consideration.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE MARINE SCIENCE WELCOME CENTER COMPONENT OF THE SAWGRASS TO SEAGRASS CENTER AT SULLIVAN PARK PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Inland Navigation District (“FIND”), a special State taxing district for the continued management and maintenance of the Atlantic Intracoastal Waterway, has grant funding available to local governments for the improvement of public navigation, recreation and boating projects, and environmental education projects; and

WHEREAS, FIND announced the availability of grant funding through the 2024 Waterways Assistance Program Grant (the “Program”); and

WHEREAS, City staff desires to submit a grant application to FIND for consideration under the Program to obtain grant funding for the construction of the marine science welcome center component (the “Marine Science Project”) of the Sawgrass to Seagrass Center to be located at Sullivan Park; and

WHEREAS, the Marine Science Project will be a marine science welcome center to educate visitors and children through a series of interactive exhibits about the interconnectivity of the Florida Everglades and the Atlantic Ocean through a system of canals and the Intracoastal Waterway; and

WHEREAS, the estimated cost of the Marine Science Project is \$6,920,330.00 and the Grant requires a 50% matching fund contribution based upon the total project cost, which match is in the estimated amount of \$3,460,165.00; and

WHEREAS, the City is seeking funding in the estimated amount of \$3,460,165.00 from FIND under the Program (the “Grant”); and

WHEREAS, staff recommends the City Commission approve the submission of a Grant Application to FIND for the Grant to assist in funding the Marine Science Project.

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

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

Section 2. The City Commission hereby approves the submission of a Grant Application to FIND in the estimated amount of \$3,460,165.00 for the Grant to assist in funding

the Marine Science Project. The City Manager or his designee is authorized to sign and submit the Grant Application.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

COST ESTIMATE

100% Design Development



THE BOSCH GROUP



Deerfield Beach
Florida

Sullivan Park
Deerfield Beach, FL

July 17th,
2023



Sullivan Park Facility

100% Design Development

Qualifications & Assumptions

1. Estimates are based on the 100% Design Development drawings provided by Bermello Ajamil & Partners.
2. Estimates are based on today's dollars and do not include allowances for potential significant changes in market conditions which are not currently predictable.
3. A ten percent (10%) Estimate Contingency has been included for the current level of design and Scope of Work.
4. General Conditions / General Requirements has been assumed at ten percent. (10%).
5. Overhead and Profit (OH&P) has been assumed at twelve percent (12%). Final OH&P is to be determined by the Client as part of negotiation with the Contractor.
6. Insurance and Bonding has been included at two and one-half percent (2.5%) percent recent market trends.
7. Cost Escalation is assumed at ten percent (10%) per recent market trends and Scope of Work.
8. Unit prices are based on recent costs and /or quotes for similar projects. Industry Standard Cost Reference Books and online databases, such as RSMeans have also been consulted for pricing.
9. These estimates are not bids, but cost estimates based on current design and proposed scope of work. Costs may vary depending on final scope of work and subcontractors' bids based at the time of project's construction commencement. No allowances for unforeseen conditions, force majeure impacts are included.
10. Certain allowances have been included pending assumptions for additional costs that may be incurred in the field, or from miscellaneous connections and adjustments that are assumed.
11. Estimates have been prepared assuming open shop pricing, assuming a competitive market under a hard bid or negotiated delivery method.

Exclusions

1. Construction Contingency directly associated with unforeseen conditions onsite.
2. Architect Contingency directly associated with changes to design.
3. Design Fees, such as Architect and Engineering fees.
4. Impact fees and Recording fees among other governmental fee requirements (Required by Owner).
5. Testing and Inspections fees, such as for threshold inspection.
6. A Builder's Risk policy is not included in the estimates, although it is recommended and is to be paid By Owner.
7. Costs associated with LEED Consulting, Commissioning or Accreditation fees.
8. Any furnishings or equipment designated as By Owner or Not In Contract "NIC."



THE BOSCH GROUP

Sullivan Park Facility

1601 E Hillsboro Blvd - Deerfield Beach, FL 33441

Estimate Summary

100% Design Development

July 17th, 2023

Division	Description	Total Amount	Total Amount	Total Amount
CSI	Division	Building	Site	Overall Total
2	Existing Conditions		\$ 178,452.40	\$ 178,452.40
3	Concrete	\$ 1,086,275.96	\$ 6,925.30	\$ 1,093,201.26
4	Masonry	\$ 194,432.38	\$ 8,845.20	\$ 203,277.58
5	Metals	\$ 778,222.33		\$ 778,222.33
6	Wood, Plastics, and Composites	\$ 38,276.00		\$ 38,276.00
7	Thermal & Moisture Protection	\$ 817,432.39		\$ 817,432.39
8	Openings	\$ 460,062.57	\$ 5,476.25	\$ 465,538.82
9	Finishes	\$ 787,334.06	\$ 6,824.31	\$ 794,158.37
10	Specialties	\$ 132,226.62		\$ 132,226.62
12	Furnishings	\$ 15,737.00		\$ 15,737.00
14	Conveying Systems	\$ 150,000.00		\$ 150,000.00
21	Fire Suppression	\$ 103,840.00		\$ 103,840.00
22	Plumbing	\$ 246,544.44		\$ 246,544.44
23	Heating, Ventilating, and Air Conditioning	\$ 277,287.96		\$ 277,287.96
26	Electrical	\$ 520,247.85	\$ 133,758.00	\$ 654,005.85
27	Communications	\$ 94,172.00	\$ 95,564.00	\$ 189,736.00
28	Electronic Safety & Security	\$ 106,138.94		\$ 106,138.94
31	Earthwork	\$ 64,429.18	\$ 60,636.19	\$ 125,065.37
32	Exterior Improvements		\$ 412,842.77	\$ 412,842.77
33	Utilities		\$ 180,680.05	\$ 180,680.05
	Subtotal Direct Costs	\$ 5,872,659.68	\$ 1,090,004.47	\$ 6,962,664.15
MU-1	General Conditions / General Requirements @ 10%	\$ 587,265.97	\$ 109,000.45	\$ 696,266.42
MU-2	Insurance & Bonding @ 2.5%	\$ 161,498.14	\$ 29,975.12	\$ 191,473.26
MU-3	Overhead & Profit (OH&P) @ 12%	\$ 794,570.85	\$ 147,477.61	\$ 942,048.46
	Subtotal Direct and Indirect Costs	\$ 7,415,994.64	\$ 1,376,457.65	\$ 8,792,452.29
MU-4	Cost Estimate Contingency @ 10%	\$ 741,599.46	\$ 137,645.76	\$ 879,245.23
	Total Construction Costs (Current)	\$ 8,157,594.11	\$ 1,514,103.41	\$ 9,671,697.52
MU-5	Escalation to One Year @ 8%	\$ 652,607.53	\$ 121,128.27	\$ 773,735.80
	Total Construction Costs (1 Year)	\$ 8,810,201.63	\$ 1,635,231.69	\$ 10,445,433.32



THE BOSCH GROUP

Sullivan Park Facility

1601 E Hillsboro Blvd - Deerfield Beach, FL 33441

Estimate Details - Building

100% Design Development

Bldg Gross SF:

10,384

Bldg AC SF:

8,970

July 17th, 2023

Item	DESCRIPTION	Qty	Unit	Unit Cost	TOTAL	\$ /AC SF	\$ /GROSS SF
CSI	Cost Line Items						
DIV. 3	CONCRETE						
03 30 00	Cast-in-Place Concrete						
	Continuous Footings						
03.30.1	[CF24] - 2'-0"xCont.x12" - 141 LF	11.28	CY	\$ 1,092.00	\$ 12,317.76	\$ 1.37	\$ 1.19
03.30.2	[CF-30] - 2'-6"xCont.x12" - 108 LF (Assumed Dimmensions)	10.80	CY	\$ 1,092.00	\$ 11,793.60	\$ 1.31	\$ 1.14
03.30.3	[CF-36] - 3'-0"xCont.x12" - 277 LF	33.24	CY	\$ 1,092.00	\$ 36,298.08	\$ 4.05	\$ 3.50
03.30.4	[CF-36A] - 3'-0"xCont.x14" - 17 LF	2.38	CY	\$ 1,092.00	\$ 2,599.70	\$ 0.29	\$ 0.25
03.30.5	[CF-48] - 4'-0"xCont.x12" - 15 LF	2.40	CY	\$ 1,092.00	\$ 2,620.80	\$ 0.29	\$ 0.25
03.30.6	[CF-60] - 5'-0"xCont.x24" - 67 LF	26.80	CY	\$ 1,092.00	\$ 29,265.60	\$ 3.26	\$ 2.82
	Spread Footings						
03.30.7	[F48] - 4'-0"x4'-0"x12" - 1 EA	0.64	CY	\$ 1,086.75	\$ 695.52	\$ 0.08	\$ 0.07
03.30.8	[F84] - 7'-0"x7'-0"x18" - 1 EA	2.94	CY	\$ 1,086.75	\$ 3,195.05	\$ 0.36	\$ 0.31
03.30.9	[F132] - 11'-0"x11'-0"x14" - 2 EA	11.30	CY	\$ 1,086.75	\$ 12,276.54	\$ 1.37	\$ 1.18
03.30.10	[F156] - 13'-0"x13'-0"x24" - 5 EA	67.60	CY	\$ 1,086.75	\$ 73,464.30	\$ 8.19	\$ 7.07
03.30.11	[F240] - 20'-0"x20'-0"x18" - 1 EA	24.00	CY	\$ 1,086.75	\$ 26,082.00	\$ 2.91	\$ 2.51
03.30.12	[F288x150] - 24'-0"x12'-6"x16" - 1 EA	16.00	CY	\$ 1,086.75	\$ 17,383.65	\$ 1.94	\$ 1.67
03.30.13	[F288x192] - 16'-0"x24'-0"x24" - 2 EA	61.44	CY	\$ 1,086.75	\$ 66,769.92	\$ 7.44	\$ 6.43
	Concrete Slabs						
	Ground Floor Plan						
03.30.14	4" Slab on Grade - 3,320 SF	33.20	CY	\$ 785.60	\$ 26,081.92	\$ 2.91	\$ 2.51
03.30.15	6" RC Slab - 77 SF	1.54	CY	\$ 785.60	\$ 1,209.82	\$ 0.13	\$ 0.12
03.30.16	8" RC Slab - 154 SF	4.11	CY	\$ 785.60	\$ 3,227.81	\$ 0.36	\$ 0.31
03.30.17	12" RC Slab - 290 SF	11.60	CY	\$ 785.60	\$ 9,112.96	\$ 1.02	\$ 0.88
03.30.18	[TE-1] - 8"x1'-0"xCont. - 554 LF	14.78	CY	\$ 785.60	\$ 11,611.73	\$ 1.29	\$ 1.12
03.30.19	[TE-2] - 8"x1'-0"xCont. - 20 LF	0.53	CY	\$ 785.60	\$ 419.20	\$ 0.05	\$ 0.04
	2nd Floor Plan						
03.30.20	8" RC Slab - 2,342 SF	62.48	CY	\$ 785.60	\$ 49,087.87	\$ 5.47	\$ 4.73
03.30.21	13.5" RC Slab - 2,219 SF	99.86	CY	\$ 785.60	\$ 78,446.09	\$ 8.75	\$ 7.55
03.30.22	14.5" RC Slab - 3,397 SF	164.14	CY	\$ 785.60	\$ 128,950.77	\$ 14.38	\$ 12.42
	Intermediate Framing Plan						
03.30.23	8" RC Slab - 2,664 SF	71.08	CY	\$ 785.60	\$ 55,836.93	\$ 6.22	\$ 5.38
	Roof Framing Plan						
	Concrete Columns						
	Foundation / Ground Floor Plan						
03.30.24	[C1] - 22" Diameter Concrete Column - 10 EA at 17'-2"H	18.13	CY	\$ 1,207.50	\$ 21,893.23	\$ 2.44	\$ 2.11
03.30.25	[C2] - 16"x10" Concrete Column - 5 EA at 17'-2"H	4.20	CY	\$ 1,207.50	\$ 5,067.70	\$ 0.56	\$ 0.49
03.30.26	[C3] - 22"x22" Concrete Column - 3 EA at 17'-2"H	6.92	CY	\$ 1,207.50	\$ 8,359.09	\$ 0.93	\$ 0.80
03.30.27	[C4] - 7-1/2" x 7-1/2" Concrete Column - 1 EA at 17'-2"H	0.27	CY	\$ 1,207.50	\$ 323.89	\$ 0.04	\$ 0.03
03.30.28	[C5] - 12" Diameter Concrete Column - 1 EA at 17'-2"H	0.54	CY	\$ 1,207.50	\$ 650.90	\$ 0.07	\$ 0.06
03.30.29	[C6] - 7-1/2"x24" Concrete Column - 4 EA at 17'-2"H	3.43	CY	\$ 1,207.50	\$ 4,145.83	\$ 0.46	\$ 0.40
03.30.30	[CP-1] - 1 EA at 17'-2"H	0.69	CY	\$ 1,207.50	\$ 829.17	\$ 0.09	\$ 0.08
03.30.31	[CP-2] - 3 EA at 17'-2"H	4.12	CY	\$ 1,207.50	\$ 4,975.00	\$ 0.55	\$ 0.48
03.30.32	[CP-3] - 1 EA at 17'-2"H	1.37	CY	\$ 1,207.50	\$ 1,658.33	\$ 0.18	\$ 0.16
03.30.33	[CP-4] - 2 EA at 17'-2"H	0.69	CY	\$ 1,207.50	\$ 829.17	\$ 0.09	\$ 0.08
	2nd Floor Plan						
03.30.34	[C1] - 22" Diameter Concrete Column - 4 EA at 14'-0"H	5.91	CY	\$ 1,207.50	\$ 7,141.73	\$ 0.80	\$ 0.69
03.30.35	[C2] - 16"x10" Concrete Column - 5 EA at 14'-0"H	3.42	CY	\$ 1,207.50	\$ 4,132.80	\$ 0.46	\$ 0.40
03.30.36	[C3] - 22"x22" Concrete Column - 7 EA at 14'-0"H	13.17	CY	\$ 1,207.50	\$ 15,906.30	\$ 1.77	\$ 1.53
03.30.37	[C6] - 7-1/2"x24" Concrete Column - 4 EA at 14'-0"H	2.80	CY	\$ 1,207.50	\$ 3,381.00	\$ 0.38	\$ 0.33
	Concrete Walls						
	Foundation / Ground Floor Plan						
03.30.38	[RCW-1] - 8" Load Bearing Reinforced Concrete Wall - 483 LF at 17'-2"H	221.22	CY	\$ 1,355.07	\$ 299,770.20	\$ 33.42	\$ 28.87
03.30.39	[RCW-2] - 8" Load Bearing Reinforced Concrete Wall - 5 LF at 17'-2"H	2.29	CY	\$ 1,355.07	\$ 3,103.21	\$ 0.35	\$ 0.30
03.30.40	[RCW-3] - 8" Load Bearing Reinforced Concrete Wall - 11 LF at 17'-2"H	5.04	CY	\$ 1,355.07	\$ 6,827.06	\$ 0.76	\$ 0.66
	Concrete Beams						
	2nd Floor Plan						
03.30.41	[RCB-1] 7-5/8"x20"xCont. - 74 LF	3.29	CY	\$ 1,277.65	\$ 4,204.99	\$ 0.47	\$ 0.40
	Intermediate Framing Plan						
03.30.42	[IB-1] - 7-5/8"x12"xCont. - 3 LF	0.08	CY	\$ 1,277.65	\$ 102.26	\$ 0.01	\$ 0.01
03.30.43	[IB-2] - 7-5/8"x12"xCont. - 64 LF	1.71	CY	\$ 1,277.65	\$ 2,181.61	\$ 0.24	\$ 0.21
03.30.44	[IB-3] - 7-5/8"x12"xCont. - 32 LF	0.85	CY	\$ 1,277.65	\$ 1,090.81	\$ 0.12	\$ 0.11
03.30.45	[IB-4] - 7-5/8"x12"xCont. - 198 LF	5.28	CY	\$ 1,277.65	\$ 6,749.36	\$ 0.75	\$ 0.65
03.30.46	[IB-5] - 7-5/8"x26-1/2"xCont. - 20 LF	1.18	CY	\$ 1,277.65	\$ 1,505.31	\$ 0.17	\$ 0.14
03.30.47	[IB-6] - 7-5/8"x26-1/2"xCont. - 9 LF	0.53	CY	\$ 1,277.65	\$ 677.39	\$ 0.08	\$ 0.07
03.30.48	[IB-7] - 7-5/8"x18-1/2"xCont. - 18 LF	0.74	CY	\$ 1,277.65	\$ 945.95	\$ 0.11	\$ 0.09
03.30.49	[IB-8] - 7-5/8"x18-1/2"xCont. - 25 LF	1.03	CY	\$ 1,277.65	\$ 1,313.83	\$ 0.15	\$ 0.13
	Roof Framing Plan						
03.30.50	[TB-1] - 7-5/8"x14"xCont. - 37 LF	1.15	CY	\$ 1,277.65	\$ 1,471.87	\$ 0.16	\$ 0.14
03 35 00	Concrete Finishing						
	Parking Level						
03.35.1	[SC-1] - Sealed Concrete	345.60	SF	\$ 3.65	\$ 1,261.44	\$ 0.14	\$ 0.12
03.35.2	[BC-1] - Brushed Concrete	4,865.40	SF	\$ 3.50	\$ 17,028.90	\$ 1.90	\$ 1.64
	SUBTOTAL CONCRETE				\$ 1,086,275.96	\$ 121.10	\$ 104.61
DIV. 4	MASONRY						
04 22 00	Concrete Unit Masonry / Reinforced Masonry						
	Foundation / Ground Floor Plan						
04.22.1	[MW-1] - 8" Load Bearing CMU Wall w/ #5@32" C/C Vertical Reinforcing in Grout Filled Cells - 68 LF at 17'-2"H	1,260.74	SF	\$ 17.50	\$ 22,063.03	\$ 2.46	\$ 2.12
04.22.2	[MW-2] - 8" Load Bearing CMU Wall w/ #5@32" C/C Vertical Reinforcing in Grout Filled Cells - 173 LF at 17'-2"H	3,207.48	SF	\$ 17.50	\$ 56,130.94	\$ 6.26	\$ 5.41
04.22.3	[MW-3] - 8" Load Bearing CMU Wall w/ #5@32" C/C Vertical Reinforcing in Grout Filled Cells - 26 LF at 17'-2"H	482.05	SF	\$ 17.50	\$ 8,435.86	\$ 0.94	\$ 0.81
	2nd Floor Plan						
04.22.4	[MW-4] - 8" Load Bearing CMU Wall w/ #5@32" C/C Vertical Reinforcing in Grout Filled Cells - 258 LF at 14'-0"H	3,900.96	SF	\$ 17.50	\$ 68,266.80	\$ 7.61	\$ 6.57
	Intermediate Framing Plan						
04.22.5	[MW-4] - 8" Load Bearing CMU Wall w/ #5@32" C/C Vertical Reinforcing in Grout Filled Cells - 32 LF at 2'-6"H	86.40	SF	\$ 17.50	\$ 1,512.00	\$ 0.17	\$ 0.15

04.22.6	[MW-5] - 8" Load Bearing CMU Wall w/ #5@32" C/C Vertical Reinforcing in Grout Filled Cells - 268 LF at 2'-6"H	723.60	SF	\$ 17.50	\$ 12,663.00	\$ 1.41	\$ 1.22
	Masonry Accessories & Appurtenances	1.00	Allw	\$ 25,360.74	\$ 25,360.74	\$ 2.83	\$ 2.44
	SUBTOTAL MASONRY				\$ 194,432.38	\$ 21.68	\$ 18.72
DIV. 5	METALS						
05 10 00	Structural Metal Framing						
	Columns						
	Ground Floor Plan						
05.10.1	[SC-2] - HSS6x6x1/4 - 1 EA at 15'-0"H	285.00	LBS	\$ 4.25	\$ 1,211.25	\$ 0.14	\$ 0.12
05.10.2	[SC-3] - HSS6x4x1/4 - 5 EA at 15'-0"H	1,170.00	LBS	\$ 4.25	\$ 4,972.50	\$ 0.55	\$ 0.48
05.10.3	[SC-4] - HSS6x6x1/2 - 1 EA at 15'-0"H	534.00	LBS	\$ 4.25	\$ 2,269.50	\$ 0.25	\$ 0.22
	2nd Floor Plan						
05.10.4	[SC-2] - HSS6x6x1/4 - 3 EA at 14'-0"H	798.00	LBS	\$ 4.25	\$ 3,391.50	\$ 0.38	\$ 0.33
05.10.5	[SC-3] - HSS6x4x1/4 - 5 EA at 14'-0"H	1,092.00	LBS	\$ 4.25	\$ 4,641.00	\$ 0.52	\$ 0.45
05.10.6	[SC-4] - HSS6x6x1/2 - 1 EA at 14'-0"H	498.40	LBS	\$ 4.25	\$ 2,118.20	\$ 0.24	\$ 0.20
05.10.7	[SC-5] - HSS6x4x1/4 - 2 EA at 14'-0"H	436.80	LBS	\$ 4.25	\$ 1,856.40	\$ 0.21	\$ 0.18
05.10.8	[SC-6] - HSS6x6x1/4 - 1 EA at 14'-0"H	266.00	LBS	\$ 4.25	\$ 1,130.50	\$ 0.13	\$ 0.11
05.10.9	[SC-7] - HSS6x4x1/4 - 1 EA at 14'-0"H	218.40	LBS	\$ 4.25	\$ 928.20	\$ 0.10	\$ 0.09
05.10.10	[SC-8] - HSS6x6x1/2 - 1 EA at 14'-0"H	498.40	LBS	\$ 4.25	\$ 2,118.20	\$ 0.24	\$ 0.20
	Roof Framing Plans						
05.10.11	2.5K3 - 12 LF	76.80	LBS	\$ 4.25	\$ 326.40	\$ 0.04	\$ 0.03
05.10.12	10K1 - 30 LF	150.00	LBS	\$ 4.25	\$ 637.50	\$ 0.07	\$ 0.06
05.10.13	10K1SP - 91 LF	455.00	LBS	\$ 4.25	\$ 1,933.75	\$ 0.22	\$ 0.19
05.10.14	14K1SP - 46 LF	239.20	LBS	\$ 4.25	\$ 1,016.60	\$ 0.11	\$ 0.10
05.10.15	16K2SP - 25 LF	137.50	LBS	\$ 4.25	\$ 584.38	\$ 0.07	\$ 0.06
05.10.16	18K3SP - 51 LF	336.60	LBS	\$ 4.25	\$ 1,430.55	\$ 0.16	\$ 0.14
05.10.17	20K3SP - 64 LF	428.80	LBS	\$ 4.25	\$ 1,822.40	\$ 0.20	\$ 0.18
05.10.18	26K5 - 741 LF	7,261.80	LBS	\$ 4.25	\$ 30,862.65	\$ 3.44	\$ 2.97
05.10.19	HSS2-1/2x2-1/2x5/8 - 611 LF	7,332.00	LBS	\$ 4.25	\$ 31,161.00	\$ 3.47	\$ 3.00
05.10.20	W10x49 - 46 LF	2,254.00	LBS	\$ 4.25	\$ 9,579.50	\$ 1.07	\$ 0.92
05.10.21	W14x34 - 87 LF	2,958.00	LBS	\$ 4.25	\$ 12,571.50	\$ 1.40	\$ 1.21
05.10.22	W14x68 - 1,068 LF	72,624.00	LBS	\$ 4.25	\$ 308,652.00	\$ 34.41	\$ 29.72
05.10.23	W14x90 - 51 LF	4,590.00	LBS	\$ 4.25	\$ 19,507.50	\$ 2.17	\$ 1.88
05 31 23	Metal Decking						
05.31.1	1.5" Deep GA Galvanized Metal Deck Type, 22 ga (Average Pricing)	8,202.60	SF	\$ 8.25	\$ 67,671.45	\$ 7.54	\$ 6.52
05 40 00	Cold-Formed Metal Framing						
05.40.1	Light Gauge System at Roof Overhang - Avg Pricing	4,170	SF	\$ 15.00	\$ 62,550.00	\$ 6.97	\$ 6.02
05 52 00	Metal Railings						
	Parking Level						
05.52.1	Pipe and Cable Stainless Steel Railing at Parking Level w/ Handrail	222.00	Lf	\$ 295.00	\$ 65,490.00	\$ 7.30	\$ 6.31
05.52.2	[M8] - Stainless Steel Perforated Metal Panels at Parking @ 6'-0" HT	81.00	Lf	\$ 465.00	\$ 37,665.00	\$ 4.20	\$ 3.63
	Upper Floor Level						
05.52.3	Pipe and Cable Stainless Steel Railing at Upper Floor Level w/ Handrail	275.00	Lf	\$ 295.00	\$ 81,125.00	\$ 9.04	\$ 7.81
05.52.4	Center Handrail - Floor Mounted	31.00	Lf	\$ 172.50	\$ 5,347.50	\$ 0.60	\$ 0.51
05 59 00	Metal Specialties						
05.59.1	Access Ladder w/ Cage and Landing Platform	1.00	Ea	\$ 3,650.40	\$ 3,650.40	\$ 0.41	\$ 0.35
05 00 00	Miscellaneous Metals (Nosings, etc.)	1.00	Ea	\$ 10,000.00	\$ 10,000.00	\$ 1.11	\$ 0.96
	SUBTOTAL METALS				\$ 778,222.33	\$ 86.76	\$ 74.94
DIV 6	WOODS, PLASTICS, AND COMPOSITES						
06 10 00	Carpentry						
06.1.1	Rough Carpentry for New Rough Openings, Millwork Backing, etc..	10,384.00	Sf	\$ 1.50	\$ 15,576.00	\$ 1.74	\$ 1.50
06.1.2	Door Installation (Avg Pricing) at New Office Areas (South)	22.00	Ea	\$ 350.00	\$ 7,700.00	\$ 0.86	\$ 0.74
06 22 00	Casework / Millwork						
06.22.1	Miscellaneous Casework and Millwork at Breakroom / Reception	1.00	Allw	\$ 15,000.00	\$ 15,000.00	\$ 1.67	\$ 1.44
	SUBTOTAL WOODS, PLASTICS, AND COMPOSITES				\$ 38,276.00	\$ 4.27	\$ 3.69
DIV. 7	THERMAL AND MOISTURE PROTECTION						
07 21 00	Thermal Insulation						
	Lower Roof Plan						
07.21.1	Tapered Insulation - Slope 1/4" Per Foot	2,433.24	Sf	\$ 4.00	\$ 9,732.96	\$ 1.09	\$ 0.94
	Upper Roof Plan						
07.21.2	Tapered Insulation - Slope 1/4" Per Foot	8,213.40	Sf	\$ 4.00	\$ 32,853.60	\$ 3.66	\$ 3.16
07.21.3	Overhang Sheathing (eg: Densdeck) w/ Peel & Stick Waterproofing	4,170.00	Sf	\$ 6.00	\$ 25,020.00	\$ 2.79	\$ 2.41
07 42 00	Wall Panels						
07.42.1	[M4] - High Pressure Laminated Wood Cladding	6,082.56	Sf	\$ 25.30	\$ 153,888.77	\$ 17.16	\$ 14.82
07 42 13.23	Metal Composite Wall Panels						
07.42.1	Metal Wall Panels - ACM (eg: Alucobond Plus)	4,170	Sf	\$ 76.80	\$ 320,256.00	\$ 35.70	\$ 30.84
07 46 00	Siding						
07.46.1	[M2] - Horizontal Fiber Cement Board - Average Pricing	2,531.52	Sf	\$ 13.25	\$ 33,542.64	\$ 3.74	\$ 3.23
07.46.2	[M3] - Vertical Fiber Cement Board - Average Pricing	619.92	Sf	\$ 13.25	\$ 8,213.94	\$ 0.92	\$ 0.79
07 54 00	Thermoplastic Membrane Roofing						
	Lower Roof Plan						
07.54.1	Thermoplastic-Polyolefin (TPO) Roofing	2,433.24	Sf	\$ 17.50	\$ 42,590.82	\$ 4.75	\$ 4.10
	Upper Roof Plan						
07.54.2	Thermoplastic-Polyolefin (TPO) Roofing	8,213.40	Sf	\$ 17.50	\$ 143,765.30	\$ 16.03	\$ 13.84
07 71 00	Roofing Specialties						
	Upper Roof Level						
07.71.1	Continuous Rain Gutter	413.00	Lf	\$ 11.95	\$ 4,935.35	\$ 0.55	\$ 0.48
07.71.2	Downspouts, Fascia, etc..	1.00	Allw	\$ 10,640.65	\$ 10,640.65	\$ 1.19	\$ 1.02
07 84 00	Firestopping						
07.84.1	Firestopping & Caulking, Firesealing of Penetrations, etc..	10,384.00	Sf	\$ 1.75	\$ 18,172.00	\$ 2.03	\$ 1.75
07 92 00	Joint Sealants, Caulking						
07.92.1	Joint Sealing at Doors	460.00	Lf	\$ 6.50	\$ 2,990.00	\$ 0.33	\$ 0.29
07.92.2	Sealing at Storefront and Windows	1.00	Allw	\$ 7,649.56	\$ 7,649.56	\$ 0.85	\$ 0.74
07 92 19	Acoustical Joint Sealants						
07.92.1	Acoustical Joint Sealants at Partitions	568.00	Lf	\$ 5.60	\$ 3,180.80	\$ 0.35	\$ 0.31
	SUBTOTAL THERMAL AND MOISTURE PROTECTION				\$ 817,432.39	\$ 91.13	\$ 76.72
DIV. 8	OPENINGS						
08 10 00	Doors and Frames						
	Ground Floor Plan						
08.10.1	Doors, Exterior, Double - Avg Pricing	3.00	Ea	\$ 4,630.50	\$ 13,891.50	\$ 1.55	\$ 1.34
08.10.2	Doors, Exterior, Single - Avg Pricing	4.00	Ea	\$ 2,315.25	\$ 9,261.00	\$ 1.03	\$ 0.89
08.10.3	Doors, Interior, Single - Avg Pricing	6.00	Ea	\$ 1,837.50	\$ 11,025.00	\$ 1.23	\$ 1.06
	Upper Level Floor Plan						
08.10.1	Doors, Exterior, Double - Avg Pricing	2.00	Ea	\$ 4,630.50	\$ 9,261.00	\$ 1.03	\$ 0.89
08.10.2	Doors, Exterior, Single - Avg Pricing	1.00	Ea	\$ 2,315.25	\$ 2,315.25	\$ 0.26	\$ 0.22
08.10.4	Doors, Interior, Single - Avg Pricing	6.00	Ea	\$ 1,837.50	\$ 11,025.00	\$ 1.23	\$ 1.06
08 43 13	Aluminum-Framed Storefront & Windows						
08.43.1	Aluminum-Framed Storefront	2,048.76	Sf	\$ 149.35	\$ 305,982.31	\$ 34.11	\$ 29.47

08.43.2	Miscellaneous Glazing (Sidelite, Interior, etc.)	1.00	Allw	\$ 15,299.12	\$ 15,299.12	\$ 1.71	\$ 1.47
08.43.3	Impact Resistant Folding Door / Glazing - 20 LF - IE/NanaWall	20.00	Lf	\$ 2,056.32	\$ 41,126.40	\$ 4.58	\$ 3.96
08 71 00	Door Hardware						
08.71.1	Hardware Package - Avg Pricing, Partial Panic	22.00	Ea	\$ 1,150.00	\$ 25,300.00	\$ 2.82	\$ 2.44
08 91 100	Louvers						
08.91.1	Fixed Louvers, Door Louvers, Aluminum Louvers etc..	1.00	Allw	\$ 15,576.00	\$ 15,576.00	\$ 1.74	\$ 1.50
SUBTOTAL OPENINGS					\$ 460,062.57	\$ 51.29	\$ 44.30
DIV. 9	FINISHES						
09 24 23	Cement Stucco						
09.24.1	[M7] - White Painted Smooth Stucco	343.68	Sy	\$ 82.56	\$ 28,372.57	\$ 3.16	\$ 2.73
09.24.2	[M7] - Brown Painted Smooth Stucco to Math Wood Cladding	109.68	Sy	\$ 82.56	\$ 9,054.65	\$ 1.01	\$ 0.87
09.24.3	[M9] - Gray Painted Smooth Stucco	26.16	Sy	\$ 82.56	\$ 2,159.64	\$ 0.24	\$ 0.21
09.24.4	Additional Stucco at Soffits, Corners, etc..	1.00	Allw	\$ 5,938.03	\$ 5,938.03	\$ 0.66	\$ 0.57
09 29 00	Gypsum Board - Includes Insulation						
Parking Level							
09.29.1	Interior Partitions - Average Pricing	217.00	Lf	\$ 152.90	\$ 33,179.30	\$ 3.70	\$ 3.20
09.29.2	Perimeter Partitions - Average Pricing	112.00	Lf	\$ 105.60	\$ 11,827.20	\$ 1.32	\$ 1.14
09.29.4	[C1] - Gypsum Board Ceiling - Average Pricing	1,397.52	Sf	\$ 12.92	\$ 18,055.96	\$ 2.01	\$ 1.74
09.29.5	[C1] - Gypsum Board Ceiling, Moisture Resistant at Parking - Average Pricing	5,106.24	Sf	\$ 12.92	\$ 65,972.62	\$ 7.35	\$ 6.35
Upper Floor Level							
09.29.6	[C1] - Gypsum Board Ceiling - Average Pricing	2,340.36	Sf	\$ 12.92	\$ 30,237.45	\$ 3.37	\$ 2.91
09.29.7	[C1] - Gypsum Board Ceiling, Moisture Resistant at Restrooms - Average Pricing	434.16	Sf	\$ 12.92	\$ 5,609.35	\$ 0.63	\$ 0.54
09.29.8	Interior Partitions - Average Pricing	310.00	Lf	\$ 152.90	\$ 47,399.00	\$ 5.28	\$ 4.56
09.29.9	Perimeter Partitions - Average Pricing	258.00	Lf	\$ 105.60	\$ 27,244.80	\$ 3.04	\$ 2.62
09 31 00	Thin-Set Tiling						
Parking Level							
09.31.1	[TL-1] - Porcelain Tile Flooring	421.20	Sf	\$ 19.60	\$ 8,255.52	\$ 0.92	\$ 0.80
09.31.2	[TL-2] - 6"x48" Porcelain Tile Flooring	345.60	Lf	\$ 34.30	\$ 11,854.08	\$ 1.32	\$ 1.14
09.31.3	WF-01	2,670.00	Sf	\$ 12.50	\$ 33,375.00	\$ 3.72	\$ 3.21
Upper Floor Level							
09.31.1	[TL-1] - Porcelain Tile Flooring - Material Allowance \$	438.48	Sf	\$ 19.60	\$ 8,594.21	\$ 0.96	\$ 0.83
09.31.6	Miscellaneous Tiling at Edges, Corners, etc..	1.00	Allw	\$ 6,207.88	\$ 6,207.88	\$ 0.69	\$ 0.60
09 51 23	Acoustical Ceiling Tiles						
Parking Level							
09.51.1	[ACT-01] - Acoustical Ceiling Tiles - Canyon Beveled Tegular 9/16" w/ Suprafine Suspension System - White	1,098.36	Sf	\$ 18.50	\$ 20,319.66	\$ 2.27	\$ 1.96
Upper Floor Level							
09.51.2	[ACT-01] - Acoustical Ceiling Tiles - Canyon Beveled Tegular 9/16" w/ Suprafine Suspension System - White	99.36	Sf	\$ 18.50	\$ 1,838.16	\$ 0.20	\$ 0.18
09 65 13	Resilient Base						
09.65.1	BF-01	770.00	Lf	\$ 7.55	\$ 5,813.50	\$ 0.65	\$ 0.56
09.65.2	BF-02	466.00	Lf	\$ 7.55	\$ 3,518.30	\$ 0.39	\$ 0.34
09 66 00	Terrazzo Flooring						
Parking Level							
09.66.1	[TZ-A to D] - Terrazzo Flooring, Colors to be Decided - Average Pricing	1,938.60	Sf	\$ 36.50	\$ 70,758.90	\$ 7.89	\$ 6.81
Upper Floor Level							
09.69.2	[TZ-A to D] - Terrazzo Flooring, Colors to be Decided - Average Pricing	5,151.60	Sf	\$ 36.50	\$ 188,033.40	\$ 20.96	\$ 18.11
09 65 19.19	Vinyl Composition Tile Flooring						
Upper Floor Level							
09.65.1	[LVT-1] - Luxury Vinyl Tile	294.84	Sf	\$ 8.67	\$ 2,556.26	\$ 0.28	\$ 0.25
09 91 00	Painting						
Parking Level							
09.91.1	Exposed Ceiling at BOH & Equipment Rooms - Treated for Salt and Weather Protection	529.00	Sf	\$ 3.00	\$ 1,587.00	\$ 0.18	\$ 0.15
Upper Floor Level							
09.91.2	Exposed Ceiling at Storage & Utility Rooms	179.00	Sf	\$ 3.00	\$ 537.00	\$ 0.06	\$ 0.05
09.91.3	Interior Painting	10,384.00	Sf	\$ 4.50	\$ 46,728.00	\$ 5.21	\$ 4.50
09.91.4	Exterior Painting	12,546.00	Sf	\$ 6.35	\$ 79,667.10	\$ 8.88	\$ 7.67
09.91.5	Additional Painting as Needed (Soffits, Corners, Paint to be Left to Owner, etc.)	1.00	Allw	\$ 12,639.51	\$ 12,639.51	\$ 1.41	\$ 1.22
SUBTOTAL FINISHES					\$ 787,334.06	\$ 87.77	\$ 75.82
DIV. 10	SPECIALTIES						
10 14 00	Signage						
10.14.1	Exterior Signage and Wayfinding	10,384.00	Sf	\$ 0.50	\$ 5,192.00	\$ 0.58	\$ 0.50
10.14.2	Interior Signage and Wayfinding	10,384.00	Sf	\$ 0.85	\$ 8,826.40	\$ 0.98	\$ 0.85
10 21 13.7	Toilet Compartments	Estimated					
10.21.1	Toilet Partitions / Compartments (Assume Phenolic)	6.00	Ea	\$ 1,577.30	\$ 9,463.80	\$ 1.06	\$ 0.91
10.21.2	ADA Toilet Partitions / Compartments (Assume Phenolic)	4.00	Ea	\$ 1,884.95	\$ 7,539.80	\$ 0.84	\$ 0.73
10.21.3	Urinal Partitions (Assume Phenolic)	3.00	Ea	\$ 462.90	\$ 1,388.70	\$ 0.15	\$ 0.13
10 28 00	Restroom Accessories	Estimated					
10.28.1	42" Grab Bar	4.00	Ea	\$ 89.50	\$ 358.00	\$ 0.04	\$ 0.03
10.28.2	36" Grab Bar	4.00	Ea	\$ 82.50	\$ 330.00	\$ 0.04	\$ 0.03
10.28.3	ADA Frame Mirror / Fixed Tilt	4.00	Ea	\$ 306.45	\$ 1,225.80	\$ 0.14	\$ 0.12
10.28.4	Combination Paper Towel & Waste Dispenser	8.00	Ea	\$ 737.64	\$ 5,901.12	\$ 0.66	\$ 0.57
10.28.5	Toilet Tissue Paper / Seat Cover Dispenser	10.00	Ea	\$ 225.00	\$ 2,250.00	\$ 0.25	\$ 0.22
10.28.6	Horizontal Baby Changing Station	2.00	Ea	\$ 2,492.00	\$ 4,984.00	\$ 0.56	\$ 0.48
10.28.7	Lavatory Soap Dispenser (Automatic)	6.00	Ea	\$ 295.00	\$ 1,770.00	\$ 0.20	\$ 0.17
10.28.8	Sanitary Napkin Disposal (Recessed)	4.00	Ea	\$ 486.50	\$ 1,946.00	\$ 0.22	\$ 0.19
10 44 16	Fire Extinguishers						
10.44.1	Wall Recessed Cabinets / Surface Mounted - Avg pricing	1.00	Allw	\$ 3,425.00	\$ 3,425.00	\$ 0.38	\$ 0.33
Miscellaneous Specialties							
10.X.1	200 Gal Aquarium, 2 Ea	BY OWNER					
10.X.2	Operable Partitions by Hufcor	73.00	Lf	\$ 850.00	\$ 62,050.00	\$ 6.92	\$ 5.98
10.X.3	Miscellaneous Specialties (AED Stations, Flag Poles, etc.)	10,384.00	Sf	\$ 1.50	\$ 15,576.00	\$ 1.74	\$ 1.50
SUBTOTAL SPECIALTIES					\$ 132,226.62	\$ 14.74	\$ 12.73
DIV. 12	FURNISHINGS						
12 00 00	Furnishings (*TBD pending further information)						
Offices							
12.00.1	Office Desk	3.00	Ea	\$ 2,475.00	\$ 7,425.00	\$ 0.83	\$ 0.72
12.00.2	Office Chair	3.00	Ea	\$ 562.50	\$ 1,687.50	\$ 0.19	\$ 0.16
12.00.3	Visitor Chair at Offices	2.00	Ea	\$ 249.75	\$ 499.50	\$ 0.06	\$ 0.05
12.00.4	Reception Chair	2.00	Ea	\$ 562.50	\$ 1,125.00	\$ 0.13	\$ 0.11
Miscellaneous Furnishings							
12.00.5		1.00	Allw	\$ 5,000.00	\$ 5,000.00	\$ 0.56	\$ 0.48
SUBTOTAL FURNISHINGS					\$ 15,737.00	\$ 1.75	\$ 1.52
DIV. 14	CONVEYING SYSTEMS						
14.21.23	Traction Elevators						
14.21.1	Kone Monospace 300 DX Elevator - 3,000 LBS Capacity	1.00	Ea	\$ 150,000.00	\$ 150,000.00	\$ 16.72	\$ 14.45

	SUBTOTAL CONVEYING SYSTEMS					\$ 150,000.00	\$ 16.72	\$ 14.45
DIV. 21	FIRE SUPPRESSION							
21 00 00	Fire Suppression (Sprinklers, Piping, etc.)	10,384.00	Sf	\$ 10.00	\$ 103,840.00	\$ 11.58	\$ 10.00	
	SUBTOTAL FIRE SUPPRESSION				\$ 103,840.00	\$ 11.58	\$ 10.00	
DIV. 22	PLUMBING							
22 05 76	Facility Drainage Piping Cleanouts							
22.05.1	Floor and Exterior Cleanouts	1.00	Allw	\$ 4,475.00	\$ 4,475.00	\$ 0.50	\$ 0.43	
22 11 00	Facility Water Distribution							
22.11.1	Proposed 2" Water Service Line (Assume DIP)	102.00	Lf	\$ 95.15	\$ 9,705.30	\$ 1.08	\$ 0.93	
22.11.2	Cold Water Line	40.00	Lf	\$ 56.50	\$ 2,260.00	\$ 0.25	\$ 0.22	
22.11.3	Hot Water Line	19.00	Lf	\$ 47.12	\$ 895.28	\$ 0.10	\$ 0.09	
22.11.4	1/2" Hot Water Return Line	34.00	Lf	\$ 20.80	\$ 707.20	\$ 0.08	\$ 0.07	
22.11.5	1/2" TW Line	74.00	Lf	\$ 20.80	\$ 1,539.20	\$ 0.17	\$ 0.15	
22.11.6	3/4" CW Line	80.00	Lf	\$ 26.20	\$ 2,096.00	\$ 0.23	\$ 0.20	
22.11.7	Additional Domestic Water Lines (Risers, etc.)	1.00	Allw	\$ 1,499.54	\$ 1,499.54	\$ 0.17	\$ 0.14	
22 11 19	Water Hammer Arrestors and Hydrants							
22.11.1	Water Hammer Arrestors, Shock Absorbers	1.00	Allw	\$ 4,370.00	\$ 4,370.00	\$ 0.49	\$ 0.42	
22.11.2	Wall Hydrants, Hose Bibbs, etc..	1.00	Allw	\$ 4,500.00	\$ 4,500.00	\$ 0.50	\$ 0.43	
22 13 16	Facility Sanitary Distribution							
22.13.1	Proposed 4" PVC Sanitary Line	403.00	Lf	\$ 60.57	\$ 24,409.71	\$ 2.72	\$ 2.35	
22.13.2	2" Sanitary Line	31.00	Lf	\$ 36.30	\$ 1,125.21	\$ 0.13	\$ 0.11	
22.13.3	4" Sanitary Line	133.00	Lf	\$ 60.57	\$ 8,055.81	\$ 0.90	\$ 0.78	
22.13.4	2" Vent Line	113.00	Lf	\$ 36.30	\$ 4,101.56	\$ 0.46	\$ 0.39	
22.13.5	3" Vent Line	84.00	Lf	\$ 50.92	\$ 4,277.03	\$ 0.48	\$ 0.41	
22.13.6	Additional Sanitary Lines, Vents, Risers	1.00	Allw	\$ 2,098.47	\$ 2,098.47	\$ 0.23	\$ 0.20	
22.13.7	Floor Drain - Estimated at Bathrooms & Janitors Closet	6.00	Ea	\$ 895.00	\$ 5,370.00	\$ 0.60	\$ 0.52	
22 14 00	Facility Storm Drainage							
22.14.1	3" Storm Lines	255.00	Lf	\$ 78.20	\$ 19,939.78	\$ 2.22	\$ 1.92	
22.14.2	4" Storm Drain Lines	159.00	Lf	\$ 95.36	\$ 15,162.24	\$ 1.69	\$ 1.46	
22.14.3	[RD] - 3" Roof Drain at Lower Roof	8.00	Ea	\$ 865.00	\$ 6,920.00	\$ 0.77	\$ 0.67	
22.14.4	Additional Storm Lines, Riser,s etc..	1.00	Allw	\$ 8,404.40	\$ 8,404.40	\$ 0.94	\$ 0.81	
22.14.5	Roof & Overflow	1.00	Allw	\$ 8,950.00	\$ 8,950.00	\$ 1.00	\$ 0.86	
22 33 33	Electric Water Heater (Commercial)							
22.33.1	Water Heater(s), Commercial Electric - Avg Pricing	1.00	Allw	\$ 12,652.50	\$ 12,652.50	\$ 1.41	\$ 1.22	
22.33.2	Recirculation Pump - Avg Pricing	1.00	Allw	\$ 2,477.50	\$ 2,477.50	\$ 0.28	\$ 0.24	
22 42 00	Plumbing Fixtures - Include Rough In, Immediate Supply & Waste							
22.42.1	Lavatory Stations / Counters	2.00	Lf	\$ 2,150.00	\$ 4,300.00	\$ 0.48	\$ 0.41	
22.42.2	Wall Hung Lavatory ADA	4.00	Ea	\$ 1,950.00	\$ 7,800.00	\$ 0.87	\$ 0.75	
22.42.3	Water Closet with Electronic Flush Valve	6.00	Ea	\$ 2,341.50	\$ 14,049.00	\$ 1.57	\$ 1.35	
22.42.4	ADA Water Closet with Electronic Flush Valve	4.00	Ea	\$ 2,404.50	\$ 9,618.00	\$ 1.07	\$ 0.93	
22.42.5	Urinal - Wall Hung with Electronic Flush Valve	3.00	Ea	\$ 2,050.00	\$ 6,150.00	\$ 0.69	\$ 0.59	
22.42.6	Drinking Fountains with Bottle Filler	2.00	Ea	\$ 6,673.80	\$ 13,347.59	\$ 1.49	\$ 1.29	
	Valves & Meters (Main Shut Off Valves/ Interior Shut Off Valves / Mixing Valves)	1.00	Allw	\$ 8,500.00	\$ 8,500.00	\$ 0.95	\$ 0.82	
	Condensate Lines, Drywell, etc..	1.00	Allw	\$ 4,375.00	\$ 4,375.00	\$ 0.49	\$ 0.42	
	Miscellaneous Connections & Adjustments	1.00	Allw	\$ 22,413.13	\$ 22,413.13	\$ 2.50	\$ 2.16	
	SUBTOTAL PLUMBING				\$ 246,544.44	\$ 27.49	\$ 23.74	
DIV. 23	HEATING, VENTILATING, AND AIR CONDITION							
23 07 13	Duct Insulation							
23.07.1	Ductwork Insulation	1,489.86	Sf	\$ 5.30	\$ 7,896.27	\$ 0.88	\$ 0.76	
23 09 00	Instrumentation and Control for HVAC							
23.09.1	HVAC Controls	1.00	Allw	\$ 25,170.00	\$ 25,170.00	\$ 2.81	\$ 2.42	
23 31 13	Metal Ductwork							
23.31.1	Rigid Ductwork	3,425.16	Lbs	\$ 17.50	\$ 59,940.30	\$ 6.68	\$ 5.77	
23.31.2	6"x8" - 29 LF	112.06	Lbs	41	SF			
23.31.3	10"x8" - 40 LF	198.72	Lbs	72	SF			
23.31.4	12"x12" - 31 LF	205.34	Lbs	75	SF			
23.31.5	12"x14" - 15 LF	107.64	Lbs	81	SF			
23.31.6	16"x16" - 3 LF	26.50	Lbs	10	SF			
23.31.7	18"x12" - 12 LF	99.36	Lbs	36	SF			
23.31.8	18"x14" - 35 LF	309.12	Lbs	113	SF			
23.31.9	20"x20" - 10 LF	110.40	Lbs	40	SF			
23.31.10	22"x14" - 8 LF	79.49	Lbs	29	SF			
23.31.11	22"x20" - 29 LF	336.17	Lbs	123	SF			
23.31.12	24"x16" - 33 LF	364.32	Lbs	133	SF			
23.31.13	24"x20" - 35 LF	425.04	Lbs	155	SF			
23.31.14	34"x22" - 68 LF	1,051.01	Lbs	383	SF			
23.31.15	24" Ø Ductwork - 110 LF	110.00	Lf	\$ 89.50	\$ 9,845.00	\$ 1.10	\$ 0.95	
23.31.16	32" Ø Ductwork - 97 LF	97.00	Lf	\$ 109.50	\$ 10,621.50	\$ 1.18	\$ 1.02	
23.31.17	Additional Ductwork (Risers, etc.)	1.00	Allw	\$ 8,991.05	\$ 8,991.05	\$ 1.00	\$ 0.87	
23.31.18	Transitions, Elbows, Reducers, etc..	1.00	Allw	\$ 10,339.70	\$ 10,339.70	\$ 1.15	\$ 1.00	
23 33 13	Air Duct Accessories							
23.33.1	Fire and Motorized Dampers, Volume Dampers, Duct Silencers, etc..	3,425.16	Sf	\$ 1.00	\$ 3,425.16	\$ 0.38	\$ 0.33	
23 33 46	Flexible Ductwork							
23.33.1	Flexible 7" Duct - 34 LF	34.00	Lf	\$ 14.30	\$ 486.20	\$ 0.05	\$ 0.05	
23.33.2	Flexible 8" Duct - 9 LF	9.00	Lf	\$ 15.85	\$ 142.65	\$ 0.02	\$ 0.01	
23.33.3	Flexible 9" Duct - 66 LF	66.00	Lf	\$ 18.65	\$ 1,230.90	\$ 0.14	\$ 0.12	
23.33.4	Flexible 10" Duct - 18 LF	18.00	Lf	\$ 20.00	\$ 360.00	\$ 0.04	\$ 0.03	
23.33.5	Flexible 12" Duct - 71 LF	71.00	Lf	\$ 26.10	\$ 1,853.10	\$ 0.21	\$ 0.18	
23.33.6	Additional Flexible Ductwork	1.00	Allw	\$ 814.57	\$ 814.57	\$ 0.09	\$ 0.08	
23 34 00	HVAC Fans							
23.34.1	Exhaust Fans	10,384.00	Sf	\$ 0.75	\$ 7,788.00	\$ 0.87	\$ 0.75	
23 36 16	VAV Boxes							
23.36.1	VAV Boxes	8,970.00	Sf	\$ 0.55	\$ 4,933.50	\$ 0.55	\$ 0.48	
23.36.2	VAV Hotwater Supply / Return	8,970.00	Sf	\$ 1.15	\$ 10,315.50	\$ 1.15	\$ 0.99	

23 37 00	Air Distribution						
23.37.1	Diffusers A	14.00	Ea	\$ 414.50	\$ 5,803.00	\$ 0.65	\$ 0.56
23.37.2	Diffusers B	4.00	Ea	\$ 389.50	\$ 1,558.00	\$ 0.17	\$ 0.15
23.37.3	Diffusers C	4.00	Ea	\$ 372.50	\$ 1,490.00	\$ 0.17	\$ 0.14
23.37.4	Diffusers D	1.00	Ea	\$ 372.50	\$ 372.50	\$ 0.04	\$ 0.04
23.37.5	Diffusers E	3.00	Ea	\$ 295.00	\$ 885.00	\$ 0.10	\$ 0.09
23.37.6	Additional Air Distribution Devices (Diffusers, Grilles, Registers, Louvers)	1.00	Allw	\$ 1,516.28	\$ 1,516.28	\$ 0.17	\$ 0.15
23 74 16	Packaged Rooftop Air-Conditioning Units						
23.74.1	AHU-1 (TBD)	1.00	Allw	\$ 31,462.50	\$ 31,462.50	\$ 3.51	\$ 3.03
23.74.2	AHU-2 (TBD)	1.00	Allw	\$ 31,462.50	\$ 31,462.50	\$ 3.51	\$ 3.03
23 82 19	Fan Coil Units						
23.82.1	CU-1	1.00	Ea	\$ 2,438.40	\$ 2,438.40	\$ 0.27	\$ 0.23
23.82.2	CU-2	1.00	Ea	\$ 2,438.40	\$ 2,438.40	\$ 0.27	\$ 0.23
	Test & Balance	1.00	Allw	\$ 8,500.00	\$ 8,500.00	\$ 0.95	\$ 0.82
	Miscellaneous Connections & Adjustments	1.00	Allw	\$ 25,208.00	\$ 25,208.00	\$ 2.81	\$ 2.43
	SUBTOTAL HEATING, VENTILATING, AND AIR CONDITIONING				\$ 277,287.96	\$ 30.91	\$ 26.70
DIV. 26	ELECTRICAL						
26 05 26	Electrical Common Work						
26.05.1	Electrical Grounding and Bonding	10,384.00	Sf	\$ 5.30	\$ 55,035.20	\$ 6.14	\$ 5.30
26 09 23	Lighting Control Devices						
26.09.1	Occupancy Sensors, Switches, Touchscreens, etc..	10,384.00	Sf	\$ 1.00	\$ 10,384.00	\$ 1.16	\$ 1.00
26 24 00	Switchboards and Panels						
26.24.1	Main Service	1.00	Allw	\$ 35,000.00	\$ 35,000.00	\$ 3.90	\$ 3.37
26.24.2	800 Amp Distribution Panel	1.00	Ea	\$ 28,450.00	\$ 28,450.00	\$ 3.17	\$ 2.74
26.24.3	Panel "P1" - 120/208 Voltage, 250A	1.00	Ea	\$ 7,712.50	\$ 7,712.50	\$ 0.86	\$ 0.74
26.24.4	Panel "P2" - 120/208 Voltage, 250A	1.00	Ea	\$ 7,712.50	\$ 7,712.50	\$ 0.86	\$ 0.74
26.24.5	Additional Panels, Transformers, etc..	1.00	Allw	\$ 15,775.00	\$ 15,775.00	\$ 1.76	\$ 1.52
26 27 26	Low Voltage Distribution Equipment / Wiring Devices						
26.27.1	2 Duplex Receptacles w/ Common Cover 20A, 125V	6.00	Ea	\$ 355.00	\$ 2,130.00	\$ 0.24	\$ 0.21
26.27.2	Computer/Tel Outlet w/ 2 8-Conductors RJ-45	3.00	Ea	\$ 235.00	\$ 705.00	\$ 0.08	\$ 0.07
26.27.3	Duplex Receptacle, 20 AMP, 125V	42.00	Ea	\$ 355.00	\$ 14,910.00	\$ 1.66	\$ 1.44
26.27.4	Floor Outlet Box & Duplex Receptacle 20A, 125V	2.00	Ea	\$ 695.00	\$ 1,390.00	\$ 0.15	\$ 0.13
26.27.5	GFCI Duplex Receptacle, 20 AMP, 125V	11.00	Ea	\$ 385.00	\$ 4,235.00	\$ 0.47	\$ 0.41
26.27.6	Additional Receptacles, Junction Boxes, and other Power Devices	1.00	Allw	\$ 5,842.50	\$ 5,842.50	\$ 0.65	\$ 0.56
26 31 00	Photovoltaic Collectors						
26.27.1	Solar Panels	1,347.00	Sf	\$ 48.95	\$ 65,935.65	\$ 7.35	\$ 6.35
26 51 00	Interior Lighting						
26.51.1	L1 Light Fixtures - Lithonia Strip Lighting at Parking Garage	23.00	Ea	\$ 395.00	\$ 9,085.00	\$ 1.01	\$ 0.87
26.51.2	L2 Light Fixtures - Lithonia 2BLT2 33L ADP GZ10 LP835 E10WLCP	8.00	Ea	\$ 365.70	\$ 2,925.60	\$ 0.33	\$ 0.28
26.51.3	L3 Light Fixtures - Lithonia Recessed Ceiling Adjustable Can Lightig - LDN4 35/20 LO4AR LD MVOLT GZ10	89.00	Ea	\$ 256.80	\$ 22,855.20	\$ 2.55	\$ 2.20
26.51.4	L4 Light Fixtures - 2x4 Acoustic Lighting Fixture	15.00	Ea	\$ 493.70	\$ 7,405.43	\$ 0.83	\$ 0.71
26.51.5	L4 Light Fixtures - 2x2 Acoustic Lighting Fixture	5.00	Ea	\$ 365.70	\$ 1,828.50	\$ 0.20	\$ 0.18
26.51.6	Suspended Linear Strip Lighting - 16'-10" Long	35.00	Ea	\$ 2,069.20	\$ 72,422.00	\$ 8.07	\$ 6.97
26 56 00	Exterior Lighting						
26.56.1	Exterior Wall Mounted Light Fixtures	6.00	Ea	\$ 527.62	\$ 3,165.72	\$ 0.35	\$ 0.30
	Conduit and Raceways	10,384.00	Sf	\$ 8.50	\$ 88,264.00	\$ 9.84	\$ 8.50
26.X.1	3" Underground PVC Conduit for Communication Cable/Fiber Optic	106.00	Lf	\$ 92.30	\$ 9,783.80	\$ 1.09	\$ 0.94
	Miscellaneous Connections & Adjustments	1.00	Allw	\$ 47,295.26	\$ 47,295.26	\$ 5.27	\$ 4.55
	SUBTOTAL ELECTRICAL				\$ 520,247.85	\$ 58.00	\$ 50.10
DIV. 27	COMMUNICATIONS						
27 21 33	Data Communications						
27.21.1	Wireless Access Points (WAP) - Estimated	6.00	Ea	\$ 1,850.00	\$ 11,100.00	\$ 1.24	\$ 1.07
27 41 00	Audio-Visual Systems						
	AV & Telecom Budget (AV Racks, Intercom, Speakers, Projectors, Telecom Outlets, Network Cabling, etc..) for Community Center	10,384.00	Sf	\$ 8.00	\$ 83,072.00	\$ 9.26	\$ 8.00
	SUBTOTAL COMMUNICATIONS				\$ 94,172.00	\$ 10.50	\$ 9.07
DIV. 28	ELECTRONIC SAFETY AND SECURITY						
28 20 26	Video Surveillance						
28.20.1	Wall Mounted Camera	12.00	Ea	\$ 2,950.00	\$ 35,400.00	\$ 3.95	\$ 3.41
28.20.2	Card Reader	10.00	Ea	\$ 1,187.50	\$ 11,875.00	\$ 1.32	\$ 1.14
28.20.3	Data Drop	26.00	Ea	\$ 500.00	\$ 13,000.00	\$ 1.45	\$ 1.25
28.20.4	Door Contact	15.00	Ea	\$ 72.05	\$ 1,080.75	\$ 0.12	\$ 0.10
28.20.5	Electrified Lock	13.00	Ea	\$ 526.40	\$ 6,843.20	\$ 0.76	\$ 0.66
28.20.6	Intrusion Keypad	1.00	Ea	\$ 626.30	\$ 626.30	\$ 0.07	\$ 0.06
28.20.7	Request to Exit	9.00	Ea	\$ 250.00	\$ 2,250.00	\$ 0.25	\$ 0.22
28.20.8	Additional Intrusion Detection Equipment	1.00	Allw	\$ 10,661.29	\$ 10,661.29	\$ 1.19	\$ 1.03
28 46 00	Fire Detection and Alarm						
28.46.1	FACP, FAAP, Life Safety Systems (Smoke Detectors, Horn & Strobe, etc..)	10,384.00	Sf	\$ 2.35	\$ 24,402.40	\$ 2.72	\$ 2.35
	SUBTOTAL ELECTRONIC SAFETY AND SECURITY				\$ 106,138.94	\$ 11.83	\$ 10.22
DIV. 31	EARTHWORK						
31 10 00	Site Clearing						
31.1.1	Clearing and Grubbing Misc Landscaping	0.50	Acre	\$ 5,860.00	\$ 2,930.00	\$ 0.33	\$ 0.28
31 20 00	Earth Moving						
31.20.1	Rough Site Grading	1,153.78	SY	\$ 6.75	\$ 7,788.00	\$ 0.87	\$ 0.75
31.20.2	Finish Site Grading	1,153.78	SY	\$ 3.00	\$ 3,461.33	\$ 0.39	\$ 0.33
31 23 13	Excavation and Fill						
31.23.1	Structural Fill for Building Pads - Includes Compaction	1,103.42	Cy	\$ 39.60	\$ 43,695.52	\$ 4.87	\$ 4.21
31.23.2	Miscellaneous Excavation and Fill as Needed	1.00	Allw	\$ 6,554.33	\$ 6,554.33	\$ 0.73	\$ 0.63
	SUBTOTAL EARTHWORK				\$ 64,429.18	\$ 7.18	\$ 6.20
	SUBTOTAL DIRECT COSTS				\$ 5,872,659.68	\$ 654.70	\$ 565.55

**THE BOSCH GROUP****Sullivan Park Facility**

1601 E Hillsboro Blvd - Deerfield Beach, FL 33441

Estimate Details - Site

100% Design Development

July 17th, 2023

Item	DESCRIPTION	COST			
CSI	Cost Line Items	Qty	Unit	Unit Cost	TOTAL
DIV. 2					
EXISTING CONDITIONS					
02 41 000	Site Demolition				
02.41.001	Prepare Area for New Garbage Enclosure - 256 SF	1	Allw	\$ 1,152.00	\$ 1,152.00
02.41.002	Prepare Area for New Concrete Walkways - 604 SF	1	Allw	\$ 2,718.00	\$ 2,718.00
02.41.003	Existing Electrical Panel to be Relocated	1	Allw	\$ 2,160.00	\$ 2,160.00
02.41.004	Existing Parking Lot Asphalt Pavement to be Milled and Resurfaced	547	SY	\$ 50.00	\$ 27,350.00
02.41.005	Existing Fire Hydrant to be Relocated (Remove/Reset)	1	Ea	\$ 2,625.00	\$ 2,625.00
02.41.006	Existing Flagpole to be Removed	1	Ea	\$ 695.00	\$ 695.00
02.41.007	Existing AC on Concrete Pads to be Removed - Concrete Pad Removal Included	2	Ea	\$ 565.00	\$ 1,130.00
02.41.008	Existing Trash Dumpster to be Removed 60 LF & 186 SF - Foundation Removal Included	1	Allw	\$ 1,259.50	\$ 1,259.50
02.41.009	Prepare Area for New Drop-Off Area - 1,322 SF	1	Allw	\$ 6,147.30	\$ 6,147.30
02.41.010	Existing Building to be Demolished - Foundations, Structural, and MEP Included	4,066	Sf	\$ 11.50	\$ 46,759.00
02.41.011	Existing Sod to be Demolished	3,064	Sf	\$ 0.35	\$ 1,072.40
02.41.012	Existing Treess to be Removed - 15' to 25' Height	15	Ea	\$ 875.00	\$ 13,125.00
02.41.013	Existing Treess to be Removed - 25' to 40' Height	7	Ea	\$ 1,950.00	\$ 13,650.00
02.41.014	Civil Demolition at 40% (Assumed Percentage of Infrastructure to be Removed)	5,889	Sf	\$ 6.00	\$ 35,332.80
02.41.015	Miscellaneous Site Demolition / Relocations (Including Misc. Structures, Site Furnishings, etc..)	1	Allw	\$ 23,276.40	\$ 23,276.40
02 81 20	Removal of Hazardous Waste, Remediation			BY OWNER	
	SUBTOTAL EXISTING CONDITIONS				\$ 178,452.40
DIV. 3					
CONCRETE					
03 30 00	Cast-in-Place Concrete				
	Continuous Footings				
03.30.1	[CF-36] - 3'-0"xCont.x12" - 39 LF (Assumed at Trash Enclosure)	5	CY	\$ 1,092.00	\$ 5,110.56
	Concrete Slabs				
03.30.2	4" Slab on Grade at Trash Enclosure - 231 SF (Assumed Thickness)	2	CY	\$ 785.60	\$ 1,814.74
	SUBTOTAL CONCRETE				\$ 6,925.30
DIV. 4					
MASONRY					
04 22 00	Concrete Unit Masonry / Reinforced Masonry				
04.22.1	[MW-1] - 8" Load Bearing CMU Wall w/ #5@32" C/C Vertical Reinforcing in Grout Filled Cells - 39 LF at 10'-0"H (Assumed Height at Trash Enclosure)	421	SF	\$ 17.50	\$ 7,371.00
	Masonry Accessories & Appurtenances	1	Allw	\$ 1,474.20	\$ 1,474.20
	SUBTOTAL MASONRY				\$ 8,845.20
DIV. 8					
OPENINGS					
08 10 00	Doors and Frames				
	Trash Enclosure				
08.10.1	Double Door Swing Gate, 4'-6" Each Door	1	Ea	\$ 4,226.25	\$ 4,226.25
08 71 00	Door Hardware				
08.71.1	Hardware Package - Avg Pricing, Partial Panic	1	Ea	\$ 1,250.00	\$ 1,250.00
	SUBTOTAL OPENINGS				\$ 5,476.25
DIV. 9					
FINISHES					
09 24 23	Cement Stucco				
09.24.1	Painted Stucco at Trash Enclosure	35	Sy	\$ 82.56	\$ 2,861.91
09 91 00	Painting				
09.91.2	Exterior Painting	624	Sf	\$ 6.35	\$ 3,962.40
	SUBTOTAL FINISHES				\$ 6,824.31
DIV. 26					
ELECTRICAL					
26 12 00	Medium-Voltage Transformers				
26.09.1	New FPL Transformer - Coordinate w/ FPL Project Manager for the Area	BY OWNER			
26 56 00	Exterior Lighting				
26.56.1	Outdoor Lighting Fixtures, Pole Mounted - Average Pricing	12	Ea	\$ 9,256.50	\$ 111,078.00
26.56.2	Exterior Lighting Conduit and Connections	1	Allw	\$ 22,680.00	\$ 22,680.00
	SUBTOTAL ELECTRICAL				\$ 133,758.00
DIV. 27					
COMMUNICATIONS					
27 05 43	Underground Pathways and Structures for Communication Systems				
27.1.1	Low Voltage Primary Conduit	1	Allw	\$ 36,344.00	\$ 36,344.00
27.1.2	Pullboxes	1	Allw	\$ 1,750.00	\$ 1,750.00
27.1.3	Site IT, CCTV, Emergency Blue Phones, etc..	1	Allw	\$ 51,920.00	\$ 51,920.00
27 21 33	Data Communications	Estimated			
27.21.1	Wireless Access Points (WAP)	1	Allw	\$ 5,550.00	\$ 5,550.00
	SUBTOTAL COMMUNICATIONS				\$ 95,564.00

31 10 00	Site Clearing				
31.1.1	Clearing and Grubbing Misc Landscaping	1	Acre	\$ 5,860.00	\$ 3,053.91
31 13 13	Tree Selective Demolition				
32.96.001	Existing Trees to Remain - Tree Protection sign Warning Sign & 4" Galv. Steel Post 6'-0" OC. w/ 2"x2" 9 Gauge Galv Chain-Link Fence	8	Ea	\$ 542.00	\$ 4,336.00
31 23 13	Excavation and Fill				
31.23.2	Miscellaneous Excavation and Fill as Needed	1	Allw	\$ 10,000.00	\$ 10,000.00
31 25 14	Erosion and Sediment Controls				
31.25.1	[IP] - Inlet Protection	2	Ea	\$ 250.00	\$ 500.00
31.25.2	[SF3] - Type III Silt Fence	1,427	Lf	\$ 3.35	\$ 4,779.38
31.25.3	[TB] - Turbidity Barrier	1,427	Lf	\$ 17.50	\$ 24,966.90
31.25.4	[CE] - Construction Entrance/Exit w/ Soil Tracking Prevention Device	2	Ea	\$ 6,500.00	\$ 13,000.00
31.25.5	Existing Sewer Manhole at Surface Parking - Pg. A-100	1	Ea		
	SUBTOTAL EARTHWORK				\$ 60,636.19
DIV. 32	EXTERIOR IMPROVEMENTS				
32 12 16	Asphalt Paving				
32.12.1	Proposed 1" Milling and Resurfacing - 4,692 SF	563	SY	\$ 50.00	\$ 28,152.00
32.12.2	Pavement Restoration - 338 SF	41	SY	\$ 34.50	\$ 1,399.32
32.12.3	Limerock Subbase	604	SY	\$ 29.60	\$ 17,866.56
32.12.4	Miscellaneous Asphalt Restoration to Adjacent Streets - As Needed	1	Allw	\$ 4,741.79	\$ 4,741.79
32 13 13	Concrete Paving				
32.13.1	4" Concrete, 2,500 PSI - Light Broom Finish (CR-A Curb Ramps Included -3EA)	3,797	Sf	\$ 11.75	\$ 44,618.04
32.13.2	12" Concrete Ribbon Band, Cast-In-Place Reinforced - Medium Broom Finish	269	Lf	\$ 35.00	\$ 9,415.00
32.13.3	4" Concrete - Vehicular Grade at Parking Garage	4,857	Sf	\$ 9.86	\$ 47,890.02
32 14 00	Unit Paving				
32.14.1	Exposed Shell Aggregate Pavers - 12"x12" Vehicular Shellstone Pavers	512	Sf	\$ 26.50	\$ 13,568.00
32.14.2	Proposed Pavers	1,660	Sf	\$ 26.50	\$ 43,990.00
32 16 13	Curbs and Gutters				
32.16.1	Proposed Type D Curb	544	Lf	\$ 35.00	\$ 19,051.20
32.16.2	Proposed Type F Curb & Gutter	242	Lf	\$ 46.50	\$ 11,253.00
32 17 23	Pavement Markings				
32.17.1	4" Thermoplastic Parking Striping - Loading Zone & ADA Striping Included	595	Lf	\$ 2.95	\$ 1,755.25
32.17.2	Thermoplastic Markings - Directional Arrows	6	Ea	\$ 145.00	\$ 870.00
32.17.3	Miscellaneous Pavement Markings	1	Allw	\$ 656.31	\$ 656.31
32 17 26	Tactile Warning				
32.17.1	Truncated Dome Pavers - 12"x12"x1-5/8" Double Soldier Course	40	Sf	\$ 29.06	\$ 1,162.40
32 33 00	Site Furnishings				
32.33.1	[A] - Bench (Average Pricing)	1	Ea	\$ 3,165.00	\$ 3,165.00
32.33.2	[B] - Liter Receptacle (Average Pricing)	1	Ea	\$ 2,150.00	\$ 2,150.00
32.33.3	[C] - Bike Rack (Average Pricing)	4	Ea	\$ 825.00	\$ 3,300.00
32.33.4	Drinking Fountain / Bottle Filler - Assumed	1	Ea	\$ 8,535.00	\$ 8,535.00
32 39 00	Manufactured Site Specialties				
32.39.1	Bollards at Trash Enclosure (Concrete Foundation Included)	3	Ea	\$ 1,350.00	\$ 4,050.00
32.39.2	Concrete Wheel Stops	21	Ea	\$ 78.50	\$ 1,648.50
32 84 00	Planting Irrigation				
32.84.1	Planting Irrigation for Sod	5,199	Sf	\$ 1.00	\$ 5,199.46
32.84.2	Planting Irrigation for Trees	71	Ea	\$ 155.00	\$ 11,005.00
32.84.3	Planting Irrigation for Shrubs / Groundcovers	524	Sf	\$ 6.50	\$ 3,406.00
32 92 00	Turf and Grasses				
32.92.1	[ERL] - Golden Creeper - 3 Gallon	312	Ea	\$ 19.50	\$ 6,084.00
32.92.2	[FIM] - Green Island Ficus - 3 Gallon	91	Ea	\$ 32.85	\$ 2,989.35
32.92.3	[TRF] - Dwarf Fakahatchee Grass - 3 Gallon	121	Ea	\$ 34.50	\$ 4,174.50
32.92.4	[STS] - St. Augustine Sod	3,485	Sf	\$ 0.79	\$ 2,753.28
32.92.5	Existing Swale to be Resod where Required - at 70%	1,714	Sf	\$ 0.79	\$ 1,354.30
32 93 00	Plants				
32.93.1	[BAN] - Banyan Tree, <i>Ficus benghalensis</i> - 30'-0" HT	2	Ea	\$ 15,000.00	\$ 30,000.00
32.93.2	[CLUJ] - Small Leaf Pitch Apple Tree - 7 Gallon	197	Ea	\$ 118.50	\$ 23,344.50
32.93.3	[COR] - Silver Buttonwood, <i>Conocarpus erectus</i> var. <i>sericeus</i> - 6'-0" HT	4	Ea	\$ 360.00	\$ 1,440.00
32.93.4	[LAG] - Queen's Crape Myrtle, <i>Lagerstroemia speciosa</i> - 12'-0" HT	8	Ea	\$ 705.00	\$ 5,640.00
32.93.5	[QUV] - Live Oak, <i>Quercus virginiana</i> - 14'-0" HT	5	Ea	\$ 1,545.00	\$ 7,725.00
32.93.6	[RAK] - Dwarf Tree Jasmine, <i>Radermachera kunming</i> - 4'-0" HT 15 Gallon	30	Ea	\$ 255.00	\$ 7,650.00
32.93.7	[ROE] - Royal Palm, <i>Roystonea elata</i> - 15'-0" HT, 15" Caliper at 6" Above Grade	4	Ea	\$ 825.00	\$ 3,300.00
32.93.8	[THR] - Florida Thatch Palm, <i>Thrinax radiata</i> - 7'-0" HT 4" Caliper at 6" Above Grade	8	Ea	\$ 630.00	\$ 5,040.00
32.93.9	[V10] - Montgomery Palm, <i>Viethia montgomeryana</i> - 15'-0" HT 10" Caliper at 6" Above Grade	10	Ea	\$ 765.00	\$ 7,650.00
32 96 00	Tree Protection				
32.96.1	Tree Protection and Temporary Care (Medium-to-Large Shade Trees / Palms)	33	Ea	\$ 450.00	\$ 14,850.00
	SUBTOTAL EXTERIOR IMPROVEMENTS				\$ 412,842.77
DIV. 33	UTILITIES				
33 14 00	Water Utility Transmission & Distribution				
33.14.1	Proposed DDCV - Avg Pricing	1	Ea	\$ 8,453.50	\$ 8,453.50
33.14.2	Proposed FDC	1	Ea	\$ 665.00	\$ 665.00
33.14.3	6"x6" T.S.	1	Ea	\$ 1,949.50	\$ 1,949.50
33.14.4	6" T.V.	1	Ea	\$ 1,425.00	\$ 1,425.00
33.14.5	6" G.V. Fill & Flush Connection SP #1	1	Ea	\$ 2,647.35	\$ 2,647.35
33.14.6	6"x1-1/2" Tapping Saddle	1	Ea	\$ 1,567.50	\$ 1,567.50
33.14.7	1-1/2" Corp Stop	1	Ea	\$ 650.00	\$ 650.00

33.14.8	1-1/2" Water Meter	1	Ea	\$ 1,850.20	\$ 1,850.20
33.14.9	1-1/2" Backflow Preventer	1	Ea	\$ 3,056.40	\$ 3,056.40
33.14.10	Water Service, Fire Hydrants, Connections, etc..(*TBD pending further information) for Site	1	Allw	\$ 20,000.00	\$ 20,000.00
33 31 00	Sanitary Sewer Piping & Equipment				
33.31.1	6" CO	2	Ea	\$ 1,650.00	\$ 3,300.00
33.31.2	Proposed 6" PVC Sanitary Lateral	82	Lf	\$ 51.90	\$ 4,255.80
33.31.3	Proposed 8"x6" WYE, PVC	1	Ea	\$ 727.10	\$ 727.10
33.31.4	Force Main, Gravity Sewers, Manholes, Grinder Pump, etc..(*TBD pending further information)	1	Allw	\$ 15,000.00	\$ 15,000.00
33 42 00	Stormwater Conveyance				
33.42.1	Stormwater Piping, Manholes, etc..(*TBD pending further information)	1	Allw	\$ 25,000.00	\$ 25,000.00
33.42.2	Proposed Catch Basin - 1	1	Ea	\$ 7,259.20	\$ 7,259.20
33.42.3	Proposed Exfiltration Trench	87	Lf	\$ 90.50	\$ 7,873.50
33 71 00	Electrical Utility Transmission & Distribution				
33.71.1	Communication / Electrical Ductbanks, Junction Boxes, Manholes, Pull Boxes, etc..(*TBD pending further information)	1	Allw	\$ 75,000.00	\$ 75,000.00
	SUBTOTAL UTILITIES				\$ 180,680.05
	SUBTOTAL DIRECT COSTS				\$ 1,090,004.47



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-142

Agenda Date: 3/19/2024

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. (Deferred from March 5, 2024)

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 was presented for the Commission's approval at the March 5th, 2024 meeting and was deferred to the March 19th, 2024 meeting. The following were the primary concerns expressed at the March 5th meeting, prior to the item being deferred:

1. Consideration should be provided to allow recognition of significant contributions of former City elected officials and former City employees.
 - Accommodation to allow the consideration of former elected officials and former city employees are provided in Sections B (I) 2; B (I) 3 & Sections, and Sections C (1) 2; C (1) 3.
2. Preference to not restrict qualifications of Community Service and Roadway Re-naming honorees to deceased individuals.
 - The draft policy was amended to remove requirements for honorees to be deceased.
3. The application fees should be returned if the application could not be processed due to administrative errors.
 - The policy was amended to allow for the acceptance of funds once the application is accepted, reviewed for basic completeness, and ready to be processed.
4. The policy required the honoree to have performed ten (10) years of significant community contributions to qualify.
 - We were not able to determine a consensus of an alternative time from the Commission at the meeting.
5. There was no provision for an individual who incurred a "line of duty" death.
 - The policy has been revised to incorporate "line of duty" deaths.

The item was deferred to the March 19th, 2024 meeting and the policy has been revised to reflect the areas where there was consensus to amend. The revised policy is presented for the Commission's consideration.

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

Naming for Large Donations and Naming of City-Owned Spaces, Facilities and Roadways

3-75-24

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

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, a 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 is 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 a 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 or sponsorship 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 providing volunteer 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 providing volunteer services, serving on boards/committees and civic groups.

2. Former City elected officials who completed their full term, made a significant contribution to the City and/or were elected to a higher office.

3. Former City employees who have made significant contributions to the City (in a volunteer capacity) and separated from the City in good standing.

4. Employees who incurred "line of duty" death will also qualify.

54. Individuals shall not have been convicted (or pled no contest) of 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.

65. Individuals shall reflect moral turpitude in their deportment and shall not be associated with activities including 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 Application fee, payable to the City of Deerfield Beach, which shall be due once the application has been reviewed and determined to be completed, accepted and ready to be processed by the City.
- 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 a park facility 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 to the City Commission for final determination. The City Manager may forward the application with a recommendation for approval, denial or with no recommendation to the Commission.

5. The City Commission reserves the right to 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 require a super-majority vote 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 & Marketing (PAM). CFAC will work with the primary department user to determine the appropriate size and placement for 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 considered for renaming.

VII. Termination:

The City Commission 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~~ to honor Deerfield Beach residents, former employees 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 a supermajority vote of the Commission.

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~~ to honor 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. Eligibility for Consideration

1. Persons who have made substantial contributions to the City over a period of at least ten years, while providing volunteer 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 a 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. Employees who incurred "line of duty" death will also qualify.

5. Individuals shall not have been convicted (or pled no contest) of 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.
6. Individuals shall reflect moral turpitude in their deportment and shall not be associated with activities involving 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 Application fee, payable to the City of Deerfield Beach, which shall be due once the application has been reviewed and determined to be complete and ready to be processed by the City.-
 - Name of the applicant/requestor, including contact information (email, phone number, 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 days 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 along the subject roadway, 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, Department of Environmental Services, Department of 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 the application to the City Commission for final determination. The City Manager may forward the application with recommendation for approval, denial or with no recommendation to the Commission.

5. The City Commission and City reserve the right to 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 super-majority vote 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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1774

Agenda Date: 3/19/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I "IN GENERAL" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO AMEND SEC. 2-1 "CITY SEAL AND CITY LOGO" TO UPDATE THE AUTHORIZED USES AND PROHIBITED USES RELATING TO THE CITY'S LOGO; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for April 2, 2024

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 3, 2022, the City Commission adopted Ordinance 2022/024, which amended City Code Section 2-1(b) to reflect the updated City Seal. Additionally, Subsection (c) was added to include the updated City Logo, and renamed the Section to "City Seal and City Logo." Pursuant to the current code provision, the misuse of the City's seal is considered a violation under Section 165.043, Florida Statutes, however, this statutory provision does not specifically address the misuse of the City's Logo.

Current Activity

The enclosed Ordinance expressly prohibits the misuse of the City's logo and establishes that such misuse will be processed as a Code violation, for which civil penalties may be assessed. The attached Ordinance is modeled after an Ordinance recently adopted by the County for protection of their logo. The new provisions will protect the public from deception by misuse of the City's logo.

Recommendation

Approval is recommended.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I “IN GENERAL” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE OF ORDINANCES TO AMEND SEC. 2-1 “CITY SEAL AND CITY LOGO” TO UPDATE THE AUTHORIZED USES AND PROHIBITED USES RELATING TO THE CITY’S LOGO; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on October 3, 2022 the City Commission adopted Ordinance No. 2002/024 amending and renaming Section 2-1 “City Seal” of Chapter 2 “Administration” of the City Code of Ordinances to include the City’s current official seal and logo; and

WHEREAS, certain individuals and entities have utilized the City’s seal and/or logo without the City’s permission and in such a manner that is misleading and implies a City affiliation with or endorsement of the entity; and

WHEREAS, misuse of the City’s seal and/or logo diminishes the goodwill of the City and harms the public; and

WHEREAS, the current code sets forth misuse of the City seal is a violation of Section 165.043, Florida Statutes, however, this statute does not specifically address the misuse of the City’s logo; and

WHEREAS, it has been determined that the City Code needs to be clarified to expressly prohibit the misuse of the City’s logo, and establish that such misuse will be processed as a Code violation, in an effort to protect the public from deception by misuse of the City’s logo.

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

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

Section 2. Section 2-1 “City Seal and City Logo” of Chapter 2 “Administration” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 ADMINISTRATION

* * *

ARTICLE I. – IN GENERAL

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

Sec. 2-1. City seal and city logo.

* * *

- (c) *Official logo.* The city logo, as depicted below, is hereby designated by the City of Deerfield Beach as the official logo of the City of Deerfield Beach. The City logo as used in this subsection, means the official logo shown below, along with any derivatives thereof that include a portion of the City logo or that are so similar to the City logo that there is a suggestion of an affiliation with or endorsement of the City of Deerfield Beach.



(1) No person or entity shall knowingly display any printed or other likeness of the City logo, or a copy thereof, in, or in connection with, any advertisement, poster, circular, book, pamphlet, flyer, menu, website, or other publication, public meeting, play, motion picture, telecast, or other production, or on any building, monument, or stationary, for the purpose of conveying, or in a manner reasonably calculated to convey, a false impression of sponsorship, approval, or endorsement by, or affiliation with, the City of Deerfield Beach, Florida or by any department, agency, or instrumentality of the City of Deerfield Beach.

(2) Except as permitted herein or otherwise authorized by the City Commission or the City Manager or designee, no person or entity shall knowingly use, manufacture, reproduce, sell or purchase for resale, either separately or affixed to any article manufactured or sold, any likeness of the City's logo or any substantial part thereof.

(3) Notwithstanding any other provision in this section, the use of the City's logo for criticism, parody, comment, news reporting, teaching, research, or other exercise of First Amendment rights protected by the United States Constitution or any rights under the Declaration of Rights of the Florida Constitution is not a violation of this Section. In addition, any use of the City logo that is expressly authorized by the City Commission or in writing by the City Manager or designee is not a violation of this Section.

(4) Violations.

(a) Unfair, Deceptive Act or Practice. Any violation of Section 2-1(c) constitutes an unfair, deceptive, or unconscionable act or practice under the Florida Deceptive Unfair Trade Practices Act, Section 501.201, et seq., Florida Statutes.

(b) Civil Enforcement. Any violation of Section 2-1(c) may be enforced in accordance with Division 3 "Civil Citations", Section 2-377 of the City's Code of Ordinances, and is subject to the civil fines stated therein. A violation of Section 2-1(c) may also be enforced through a civil action for damages and/or an injunction; and such suit or action may be instituted and maintained in the name of the City of Deerfield Beach by the City Attorney, who is authorized to institute such suit or action. Nothing contained herein is construed to preempt the imposition of higher penalties imposed or authorized under state or federal law.

(c) Criminal Enforcement. In addition to Section 2-1(c)(4)(b) above, the City may enforce any violation of Section 2-1(c) pursuant to Sec. 1-15 "General penalty; continuing violations" of the Code of Ordinances.

(d) Separate violations. Each distinct instance of misuse in violation of Section 2-1(c) is a separate violation. For purposes of this section, misuse of the City logo one or more times in one publication or edition of a circular or pamphlet, regardless of the number of those circulars or pamphlets that are printed or distributed, would constitute a single violation; misuse in a different circular or pamphlet, or a different publication or edition of same, would constitute a separate violation. For continuous instances of misuse, such as display on a website, ongoing misuse of the City's logo for one or more days within each rolling thirty (30) day period after the first use constitutes a separate violation.

Section 3. Section 2-378 "Schedule of civil penalties" of Chapter 2 "Administration" of the City Code of Ordinances is hereby amended to read as follows:

Chapter 2 ADMINISTRATION

* * *

ARTICLE VI. – CODE ENFORCEMENT

* * *

DIVISION 3. – CIVIL CITATIONS

* * *

Sec. 2-378. – Schedule of civil penalties.

- (a) The following City Code provisions are enforceable pursuant to the procedures described in this division and violators of such provisions shall be subject to the following penalties when enforced pursuant to this division:

Section	Description	Penalty
<u>Sec. 2-1(c)</u>	<u>City seal and city logo</u>	<u>\$250.00 1st violation</u> <u>\$500.00 2nd violation</u>

* * *

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

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

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

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-146

Agenda Date: 3/19/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Consideration to approve voting delegates to the 2024-2025 Board of Directors for Broward League of Cities.

Recommended Action

Motion on decision of Commission

Background/History

The Broward League of Cities sends an annual notice to the Office of the Clerk regarding the selection of voting delegates to serve on the Board of Directors.

On May 16, 2023, Commissioner Drosky was appointed as the voting delegate; Mayor Ganz was voted as the first alternate and Commissioner Hudak was voted as the second alternate. The terms are based on the annual dinner, whereby, the appointed official will serve from May 2024 till May 2025.

Commissioner Drosky was unanimously elected as Secretary of the Broward League of Cities in February 2021, and served until May 2021, which is when he advanced to Second Vice President. In 2022, Commissioner Drosky became the First Vice President and in June 2023, he became the President.

Current Activity

The League's request is to again appoint a voting delegate, first and second alternate. Upon Commission approval, the City Clerk will confirm the selection to the League.



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: February 29, 2024
Re: 2024-25 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 11, 2024.** The term will begin on May 4, 2024, where members will be sworn in at the 67th Annual Gala at Margaritaville. The term will end in May of 2025.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: City of Deerfield Beach

Commissioner/Council Appointments:

Director: Vice Mayor Todd Drosky

Alternate: Mayor Bill Ganz

Second Alternate: Commissioner Michael Hudak

2023-2024 OFFICERS

President Todd Drosky
Commissioner, Deerfield Beach
1st Vice President Felicia Brunson
Mayor, West Park
2nd Vice President Denise Horland
Councilmember, Plantation
Secretary Joyce Davis
Commissioner, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS

Immediate Past President Bob Mayersohn
Commissioner, Parkland
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Vice Mayor, Hillsboro Beach
Pamela Beasley-Pittman
Vice Mayor, Fort Lauderdale
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Mayor, North Lauderdale
Anthony Caggiano
Commissioner, Margate
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Vice Mayor, Broward County
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Vice Mayor, Lauderdale-by-the-Sea
Lawrence "Jabbow" Martin
Commissioner, Lauderdale
Karlene Maxwell-Williams
Commissioner, Lauderdale Lakes
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Patty Petrone
Commissioner, Lighthouse Point
Paul Rolli
Commissioner, Wilton Manors
Mitch Rosenwald
Mayor, Oakland Park
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Vice Mayor, Pembroke Pines
Chad Volkert
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, P.A.
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

2023-2024 Board Meeting Attendance

	9/7/2023	10/5/2023	11/2/2023	12/7/2023	1/11/2024	3/7/24	4/4/24	5/2/24
Todd Drosky	X	X	(exc.)	X	X			
Felicia Brunson	X	X	X	X	X			
Traci Callari	X	(exc.)	X	(exc.)	X			
Bob Mayersohn	(alt.)	X	X	X	(alt.)			
Greg Ross	X	X	X	X	(exc.)			
Susan Starkey	X	X	X	X	X			
Joy Cooper								
Frank Ortis		(exc.)		(exc.)				
Jim Allbritton	X	(exc.)	X	X	X			
Barbara Baldassarre	X	X	X	X	X			
Pamela Beasley-Pittman	X	X	X	(exc.)	X			
Marlon Bolton	X	X	(exc.)	X	X			
Samson Borgelin	X	X		X	X			
Anthony Caggiano	X	X	X	X	X			
Joy Carter	X	X	X	X	(alt.)			
Joyce Davis	X	X	X	X	X			
Mark Douglas	X	X	(exc.)	X				
Rhonda Eaton	X	X	X	X	X			
Beam Furr		X		(exc.)	(alt.)			
Denise Horland	X	(exc.)	X	X	X			
Jeremy Katzman	X	X	(exc.)	X	X			
Edmund Malkoon	(exc.)		X	(exc.)	(exc.)			
Ashira Mohammed		X	X	X	X			
Lawrence Martin	X	X	X	(exc.)	(exc.)			
Karlene Maxwell-Williams	X	(alt.)	X	X	X			
Henry Mead	(alt.)	X	X	X	X			
Wayne Messam			X					
Patty Petrone	X	(alt.)	(exc.)	X	X			
Paul Rolli	X	X	X	X	X			
Mitch Rosenwald	X	(exc.)	X	X	X			
Joshua Rydell								
Iris Siple		X						
Chad Volkert								